

OAKLAND COUNTY TREASURERS CERTIFICATE  
HEREBY CERTIFY that there are no TAX LIENS or TITLES  
hereby the State or any individual against the within description  
and all TAXES on same are paid for five years previous to the  
date of this instrument as appears by the records in the office  
except as stated.

NOV 07 2005

**ROD**  
AMT INIT R.O.D.

PATRICK M. DOHANY, County Treasurer  
Sec. 135, Act 206, 1893 as amended

MASTER DEED

312734  
LIBER 36567 PAGE 67  
\$253.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
11/07/2005 10:50:03 A.M. RECEIPT# 125046

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

CROSSROADS BUSINESS CENTER CONDOMINIUMS

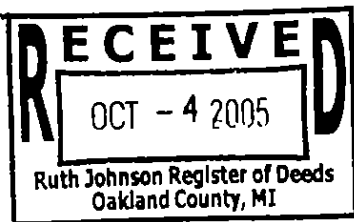
(Act 59 Public Acts of 1978 as Amended)

Oakland County Condominium Subdivision Plan No. 1802

1. Master Deed establishing Crossroads Business Center Condominiums, a Condominium Project
2. Exhibit A to Master Deed: Condominium By-Laws of Crossroads Business Center Condominiums Co-Owners Association
3. Exhibit B to Master Deed: Condominium Subdivision Plan for Crossroads Business Center Condominiums
4. Exhibit C to Master Deed: Legal Description
5. Exhibit D to Master Deed: Proof of Services
6. Exhibit E to Master Deed: Easement Agreement

*(Handwritten signature)*  
Cert

No interest in real estate is being conveyed hereby, therefore no revenue stamps are required.



This Instrument Drafted By:

David T. Bowen  
David T. Bowen, P.C.  
1042 Terrace St.  
P.O. Box 1146  
Muskegon, MI 49443

**O.K. - KB**

*(Handwritten signature)*

**O.K. - RC**

**MASTER DEED**

**CROSSROADS BUSINESS CENTER CONDOMINIUMS**

THIS MASTER DEED has been executed on October 12, 2005, on behalf of **Crossroads Business Center Condominiums**, by **AGM Wixom, L.L.C.**, a Michigan limited liability company, of 40 E. Norton, Muskegon, Michigan 49444 ("Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act") with reference to the following facts:

**WITNESSETH:**

WHEREAS, the Developer is engaged in the construction of an convertible and contractible Commercial Condominium Project known as Crossroads Business Center Condominiums, Oakland County Subdivision Plan No. 1802 (the "Project"), pursuant to architectural plans filed with and approved by the Building and Zoning Department of the County of Oakland, Michigan;

WHEREAS, the Developer desires to establish the real property described in Article II, (Exhibit C) together with all improvements located and to be located thereon, and all appurtenances thereto, as a condominium project under the provisions of the Act;

WHEREAS, the Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached as Exhibit A , the Condominium Subdivision Plan attached as Exhibit B, and the Legal Description of the real property attached as Exhibit C to accomplish this purpose.

NOW, THEREFORE, the Developer does, by executing and recording this Master Deed, establish Crossroads Business Center Condominiums as a condominium project under the Act. Once established, the Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A, B, C, D and E) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A, B, C, D and E) shall run with the real property included in the Project and shall burden and benefit the Developer and all persons acquiring or owning an interest in the Project, or in the real property dedicated to the Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed (including Exhibits A, B, C, D and E) has been set forth in furtherance of the establishment of the Project.

**ARTICLE I  
NATURE OF PROJECT**

The Project is a commercial condominium. The improvements contained in the Project, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. The initial building in the Condominium Project contains twenty four (24) individual Units to be used for commercial purposes in accordance with applicable zoning laws, and each Unit has been designed and intended for separate ownership

and use, as evidenced by individual entrances from and exits to a common element of the Project. Each Co-owner in the Project shall have an exclusive right to occupy his or her Unit and the limited common elements and shall have an undivided and inseparable right to share with other Co-owners the use and enjoyment of the general common elements.

**ARTICLE II.  
LEGAL DESCRIPTION**

1. The real property which is dedicated to the Project is legally described as set forth on Exhibit C together with and subject to the restrictions, covenants and easements set forth in this Master Deed (including Exhibits A, B, C, D and E) and all restrictions, covenants, easements of record and all governmental limitations ("Condominium Premises").

2. The land or lands which may be removed from the Project, in whole or in part, at the election of the Developer are selected parcels, adjacent to the current Project area, which are also described in the attached Exhibit C.

**ARTICLE III.  
DEFINITIONS**

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

1. When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them, unless the context clearly indicates to the contrary:

(A) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(B) "Administrator" means the Michigan Department of Commerce or an authorized designee.

(C) "Arbitration Association" means the American Arbitration Association or its successor.

(D) "Association" means Crossroads Business Center Condominiums Co-Owners Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all Co-Owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted

to the Association shall be exercised by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(E) "Association By-laws" means the corporate By-laws of the Association.

(F) "Business Day" means a day of the year excluding a Saturday, Sunday or legal holiday.

(G) "Common Elements", where used without modification, shall mean both the General and Limited Common Elements, defined in Article IV hereof.

(H) "Condominium By-laws" means **Exhibit A** hereto, the By-laws for the Condominium Project setting forth the rules and obligations of the Co-Owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

(I) "Condominium Documents" means and includes this Master Deed, Exhibits A, B, C, D and E hereto, and the Articles of Incorporation, By-laws and Rules and Regulations, if any, of the Association.

(J) "Condominium Premises" means and includes the land, condominium units, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project as described above.

(K) "Condominium Project" or "Project" means Crossroads Business Center Condominiums, a Condominium Project established and approved pursuant to the Act.

(L) "Condominium Subdivision Plan" means **Exhibit B** hereto, being the sight, survey and other drawings depicting the existing and proposed structures and improvements, including the location thereof on the land, which form a part of this recorded instrument.

(M) "Condominium Unit" or "Unit" each means that portion of the Condominium Project designed and intended for separate residential ownership and use described in this Master Deed.

(N) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination of those entities, who owns a condominium unit within the condominium project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under this act and the condominium documents, except as the recorded condominium documents provide otherwise.

(O) "Contractible Condominium" means a Condominium Project to which lands or units may be reduced in accordance with the Condominium Act.

(P) "Conversion Condominium" means a Condominium Project containing condominium units some or all of which were occupied before the filing of a notice of taking reservations.

(Q) "Developer" means AGM Wixom, L.L.C., a Michigan limited liability company, which has prepared and executed this Master Deed, and shall include its successors and assigns.

(R) "Expandable Condominium" means a Condominium Project to which additional land may be added in accordance with the Condominium Act.

(S) "General Common Elements" means the common elements other than the limited common elements.

(T) "Limited Common Elements" means a portion of the common elements reserved in the master deed for the exclusive use of less than all of the co-owners.

(U) "Master Deed" means this Master Deed, including Exhibits A, B, C, D and E hereto, all of which are hereby incorporated by reference and made a part hereof.

(V) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-Owner's vote at meetings of the Association when voting by value or number in value, and the proportionate share of each Co-Owner in the common elements of the Condominium Project and the proceeds and expenses of administration.

(W) "Transitional Control Date" means the date on which the Association's Board of Directors takes office pursuant to an election in which the votes that may be cast by eligible Co-Owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

#### ARTICLE IV. COMMON ELEMENTS

The common elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

1. **General Common Elements.** The general common elements are:
  - a. The real property described in Article II, (exhibit C) including the roads, sidewalks, designated lawns, landscaping and yards, and all rights appertaining thereto, as indicated on the Condominium Subdivision Plan.
  - b. Those parking areas as depicted on the Condominium Subdivision Plan, attached hereto as Exhibit B, not labeled as limited common elements and excluding ten (10) parking areas subsequently to be labeled limited common elements which may be sold by the Developer.
  - c. The electrical wiring throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit;
  - d. The gas line network throughout the Project, including that contained in any Unit walls, up to the point of connection with gas fixtures in any Unit;
  - e. The telephone wiring throughout the Project;
  - f. The sanitary sewer system throughout the common areas including those service lines contained within common walls, floors and ceilings.
  - g. The plumbing network throughout the Project, including that contained within Unit walls, up to the point of connections with plumbing fixtures within any Unit;

- h. The water distribution system, storm water discharge and detention system throughout the Project; also included is the underground sprinkling system for the common areas of the Project.
- i. Foundations, footings, supporting columns, Unit perimeter walls and other walls as shown on Exhibit B (excluding windows, screens and doors therein), roofs, ceilings, floor construction, and any space between the ceiling and the roof, between the ground or foundation and the ground level construction, between the basement level and the ground level construction and between the ground or foundation and the basement level construction;
- j. Any television cable network or facilities that may from time to time be installed in the Project;
- k. The signage of the Condominium Project or of the Association, common mailboxes, and other improvements or furnishings, if any, located within the Condominium Project, but excluding any such areas designated as Limited Common Elements;
- l. Any lighting system intended to illuminate the common spaces of the Condominium Project, but excluding any other lighting designated as Limited Common Element;
- m. Such other elements of the Project not herein designated as general or limited common elements which are not enclosed within the boundaries of any Unit, and which are intended for common use by all the Co-owners or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the cable television system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment and the cable television system shall be general common elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

All other common elements of the Project not designated as limited common elements and not enclosed within the boundaries of the condominium unit, that are intended for common use or are necessary to the enjoyment, upkeep or safety of the Project.

2. **Limited Common Elements.** The limited common elements, which, except as otherwise provided in this Subsection 2, shall be appurtenant to the Unit or Units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such Unit or Units, or their designee, are:

- a. The facilities, pipes, ducts, wiring, cable and conduits supplying services of electricity, gas, water, sewage, telephone, television, and/or utility or telecommunication services located within a unit and/or serving only that unit;
- b. The interior surfaces of unit perimeter walls and unit demising walls (including windows, screens, doors, overhead doors and automatic door openers therein), and all the interior surfaces of the ceilings and floors contained within a unit or the appurtenant limited common elements;
- c. The Loading Area and the Parking Area are depicted on the Condominium Subdivision Plan attached as Exhibit B, designated as limited common elements. A legend is attached to Exhibit B designating those limited common elements attached to a particular unit.
- d. The Developer reserves the right to designate ten (10) parking spaces currently designated on Exhibit B as general common elements to be sold to owners of a unit as a limited common element.
- e. The separate heat pump, water heater, air conditioner, or compressor, if any, located within or adjacent to a unit and only serving that unit.
- f. The doors (including, but not limited to, overhead doors) and the windows located within or adjacent to any unit perimeter wall;
- g. Any commercial sign erected on the exterior of any building or other signage for the purpose of advertising the individual business of an occupant of the Condominium Project. All commercial sign space shall only be used or modified in accordance with applicable governmental rules and regulations. Once assigned by the Developer, no rights to maintain commercial signage may be modified, terminated or diminished in any manner except with the consent of the Co-owner whose unit is appurtenant to the signage; and
- h. Any other improvement designated as Limited Common Element appurtenant to a particular Unit or Units on the Condominium Subdivision Plan or in any future amendment to the Master Deed.

If no specific assignment of all of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, the Developer during the Development period and thereafter the Association, reserves the right to designate each space or improvement as a Limited Common Element appurtenant to a particular unit or units by subsequent amendment or amendments to this Master Deed.

3. **Upkeep of Common Elements and Appliances; Payment of Utility Bills.** The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, and for the payment of utility bills are as follows:

a. Limited Common Elements. The cost of decorating, maintaining, repairing and replacing the limited common elements referred to in Article IV(2), as well as the water heater, garage door opener, internal Unit plumbing, heating and air-conditioning equipment, lighting and other items servicing a Unit that are not common elements, whether or not they are within the Unit they service, shall be the sole responsibility of the Co-owner whose Unit is serviced by such items. Specifically excluded, however, is the maintenance and repair of any Parking Area designated as a limited common element, which areas shall be repaired and maintained by the Association.

b. General Common Elements. Except as provided above, the cost of maintaining, decorating, repairing and replacing all general and limited common elements shall be borne by the Association, unless the need for maintenance, repair or replacement is due to the act or neglect of a Co-owner or his or her agent, guest, invitee, family member or pet, for which such Co-owner shall be wholly responsible. Except as otherwise provided herein or in the Condominium Bylaws, any damage caused to a Unit or its contents by the maintenance or by repair activities of the Association or by the common elements shall be repaired at the expense of the Association.

c. Utilities. Each Co-owner shall be responsible for payment of the utilities attributable to his or her Unit.

Any maintenance, repair or replacement (the cost of which is to be borne by the Co-owner) may, if not performed by the Co-owner, be performed by or under the direction of the Association, and the cost may be assessed against the responsible Co-owner.

4. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the common elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or the common elements.

5. Environmental Control Committee. As provided in the Condominium Bylaws, the decoration and maintenance of all common elements, except the decoration of those common elements located solely within a Unit (but this exception shall not include windows or other portions visible from the exterior), are subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

6. Alterations. As long as the Developer holds any Unit available for sale in the Project, it may, in its discretion, modify the dimensions of unsold Units, the general common elements and limited common elements appurtenant to any Unit, by enlargement, combination, division or reduction in size and make such structural alterations as it deems necessary or appropriate to any unsold Units or common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit owned by a non-Developer Co-owner

which adjoins or is proximate to the modified Unit. All space in the Project, since it is or could be affected by such a modification or structural alteration, is designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a Unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed executed solely by the Developer without the consent of any other person.

No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or common element modifications based upon the method of original determination of percentages of value for the Project.

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and subject to the limitations set forth herein, such proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

7. **Power of Attorney.** By acceptance of a deed, mortgage, land contract, or other instrument of conveyance or encumbrance all co-owners, mortgagees, and other interested parties are deemed to have appointed the developer (during the development and sales period) and/or the association (after the development and sales period has expired), as their agent and attorney to act in connection with all matters concerning the common elements and their respective interests in the common elements. Without limiting the generality of this appointment, the developer (or association) will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the general common elements or any part of them, to dedicate as public streets any parts of the general common elements, to amend the condominium documents for the purpose of assigning or reassigning the limited common elements, and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

## ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. **Description.** A complete description of each Unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all that space contained within the interior finished, unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines, but not any common elements contained

therein. The dimensions shown on the Condominium Subdivision Plan for each Unit have been delineated by Roosien Associates Surveying and Engineering, Inc., a Michigan corporation, of 5055 Plainfield Avenue, NE, Grand Rapids, Mi 49525. Detached architectural plans for the Condominium Project will be placed on file with the Building and Zoning Department of the County of Oakland, Michigan.

2. **Percentages of Value.** The total value of the project is 100% , and the Percentage of Value assigned to each unit shall be as stated in this Article. The Percentage of Value assigned to each unit is based upon an analysis by the Developer which took into account each unit's square footage, fair market value and estimated allocable expenses of administration and maintenance.

The Percentage of Value assigned to each of the units shall be as follows:

Unit Number	Percentage Value	Unit Number	Percentage Value
1	6.18%	13	3.08%
2	3.08%	14	5.77%
3	3.08%	15	8.86%
4	3.08%	16	4.11%
5	3.08%	17	4.11%
6	3.08%	18	4.11%
7	3.98%	19	4.11%
8	3.08%	20	4.11%
9	3.08%	21	4.11%
10	3.08%	22	4.11%
11	3.08%	23	4.11%
12	3.08%	24	8.45%

If these percentages prove inaccurate based upon actual operating experience, they shall be revised by the Association and the Developer in conjunction with a revision of the allocation schedule. The method by which the percentages of value was determined shall not be modified except in accordance with Article VII below. The percentages of value may be readjusted by the Developer in its discretion so long as reasonable recognition is given to the method of original determination of percentages of value for the Project. This percentage of value shall be determinative of the proportionate share of each unit in the proceeds and expenses of administration, the value of such unit's vote at meetings of the Association of co-owners, and of such unit's undivided interest in the Common Elements of the Condominium Project.

All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth in this Master Deed, proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing.

## ARTICLE VI EASEMENTS

### 1. Easements for Utilities, Maintenance and Related Matters.

a. Perpetual easements shall exist to, through, over, under and across the Condominium Premises, including all Units and interior walls, (i) in favor of the Association and all Co-owners for the maintenance and repair (including replacement) of common elements and (ii) in favor of the various utility companies providing service, as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Project, including, but not necessarily limited to, light, heat, power, sewer, water, security system, cable TV system, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VI as "utilities" or "utility services".

b. If all or any portion of a Unit or common element encroaches upon another Unit or common element due to shifting, settling or moving of a building, or of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefitting and burdening each such Unit or common element, shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

c. Every portion of a Unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements.

### 2. Easements Retained by Developer.

a. **Roadway Easements.** In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads and walkways now or hereafter located in the Project for the purpose of (a) ingress to and egress from all or any portion of the Condominium Premises, including any property hereinafter contracted out of the Project, the

expansion property if any, whether or not it is added to the Condominium Premises and any other land in the vicinity of the Project now owned or hereinafter acquired by the Developer, (b) complying with any governmental regulation, or installing and servicing the roads, utilities, drains, or perimeter fence, as shown on the Condominium Subdivision Plan (Exhibit B) or for any legitimate purpose.

b. **Use of Facilities.** The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model Units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the construction and sale of Units in the Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold Units.

c. **Repair and Replacement.** The Developer retains for the benefit of itself, its representatives and any utility company, and to the burden of the Condominium Premises, the right to enter the Project and do all the things necessary to install, maintain, repair, replace or inspect facilities within the purview of their responsibilities.

d. **Hook-Up of Utilities.** The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and across the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the condominium property to service all or any portion of the Project, including any property hereinafter contracted out of the Project; the Expansion Property, if any, whether or not it is added to the Condominium Premises; or, any other property in the vicinity of the Project now owned or hereafter acquired by the Developer; in furtherance of any lawful purpose.

3. **Termination of Easements.** Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a water or sewer system or other utility easement is relocated to coordinate further and future development of the Project or other projects located in the vicinity of the Project. No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility on a shared-maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

4. **Financial Support of Easements.** The Association shall financially support all easements described in this Article or otherwise pertaining to the Project regardless of the rights of others to utilize such easements.

5. **Easement for a Grant of Storm Water, Surface Water, Drainage Easement and Parking.** The Project is subject to a separate easement agreement made and entered into the 23<sup>rd</sup> day of June, 2005, by and between AGM Wixom, LLC, and Beck Business Center, Phase II, LLC and Beck Office Center, LLC. The Developer entered in the agreement to provide certain storm water management for the project and in exchange certain parking rights to Beck Business Center, Phase II, LLC and Beck Office Center, LLC. The Easement Agreement is recorded with the Oakland County Register of Deeds and a complete copy of the Easement Agreement is attached hereto as Exhibit E.

**ARTICLE VII.  
CONVERTIBLE AREA**

1. **Limits of Conversion.** The Project established by the Master Deed initially consists of twenty four (24) units and may, at the sole election of the Developer, be increased to a maximum of forty four (44) units.
2. **Developer Conversion Rights.** The number of units in the Project, at the sole option of the Developer, from time to time, within a period ending not later than six (6) years after the initial recording of the Master Deed, be increased by the conversion of all or any part of the common elements designated as "proposed future development or contractible area" on the condominium subdivision plan into additional condominium units and/or limited common elements appurtenant to such units. The Developer may also, in connection with the conversion, readjust percentages of value for all units in the project under a manner that gives reasonable recognition to the total number of units, based upon the method of original determination of percentages of value.
3. **Conversion Not Mandatory.** There is no obligation on the part of the Developer to convert any part of the convertible area nor is there any obligation to convert portions of such area in any particular order nor to construct particular improvements on any converted unit. Other than as provided in this article, there are no restrictions or limitations on the right of the Developer to create additional units or as to the portion or portions of the convertible area that may be converted, the time or order of such conversions or the number of units and/or common elements that may be converted.
4. **Amendment(s) to Master Deed.** An increase in the number of units by exercise of the Developer's conversion rights will be given effect by an appropriate amendment(s) to the master deed, which amendment(s) will not require the consent or approval of any co-owner, mortgagee, or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the percentages of value assigned by Article V.2 in order to preserve a total value of 100 percent for the entire project.

5. **Redefinition of Common Elements.** The conversion amendment(s) to the Master Deed made by the Developer may contain such further definitions and redefinitions of general or limited common elements as the Developer may determine to be necessary or desirable in order to adequately describe, serve, and provide access to the additional units being added to the project. In connection with any such amendment(s), the Developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the intent of this Article.
  
6. **Additional Provisions.** Any amendment(s) to the Master Deed made by the Developer for conversion purposes may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions of the unit(s) being added to the project; and (ii) to create or change restrictions or other terms and provisions affecting the additional unit(s) being added to the project or affecting the balance of the project as may be reasonably necessary in the Developer's judgment to enhance the value or desirability of such units.

## ARTICLE VIII CONTRACTION OF CONDOMINIUM

1. **Right to Contract.** The Project is a contractible condominium project, as that term is defined by the Act. The Project established by this Master Deed will contain twenty four (24) units, and shall not contain fewer units, but the Developer may find it necessary or appropriate to contract out of the Project the land indicated on the Condominium Subdivision Plan as "contractible area" on the attached Exhibit B.

The Developer, for itself and its successors and assigns, explicitly reserves the right to contract the Project without the consent of any Co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article VIII. Any portion of the land described in Exhibits C may be removed from the Project and shall be referred to as the "Contraction Property".

2. **Restriction Upon Contraction.** Contraction of the Project shall occur without restriction under the following conditions:

- a. The right to elect to contract the Project shall expire six (6) years from the date hereof.
  
- b. All or any portion of the Contraction Property may be removed, but none of it must be removed.
  
- c. There is no limitation as to what portion of the Contraction Property may be removed, and any portions removed may or may not be contiguous to each other or to the Project as it exists immediately following their removal.

- d. Portions of the Contraction Property may be removed from the Project at different times.
- e. The order in which portions of the Contraction Property may be removed is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Contraction Property that may be removed.
- f. There are no restrictions on the disposition of any portion of the Contraction Property that is removed from the Project other than applicable land use laws.
- g. The Project may be contracted by a series of successive amendments to this initial Master Deed, each removing a portion of the Contraction Property from the Project as then constituted.
- h. All contraction must be carried out in accordance with the provisions of the Act.
- i. By this Master Deed, the Developer has also reserved the right to create easements within any portion of the Condominium Premises (including the Contraction Property) for the benefit of the Contraction Property, if any of it is ever removed from the Condominium Premises.

3. **Procedure for Contraction.** Pursuant to this Article VIII, and any other provisions of this Master Deed to the contrary notwithstanding, the number of Units and the amount of real property in the Project may, at the sole option of the Developer or its successors and assigns, from time to time, within a period ending no later than six years from the date hereof, be reduced by the removal from this Project of all or any portion of the Contraction Property. Such decrease in the size of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns.

- a. The percentages of value set forth in Article V shall be adjusted proportionately in the event of such contraction in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among the percentages of value and each Unit's anticipated allocable expenses of administration.
- b. Such amendment or amendments to the Master Deed shall also contain such further definitions or modifications of general or limited common elements as may be necessary to adequately describe such items following the removal of property from the Project by such amendment.
- c. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have

irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which the Developer may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate the Developer to contract the Project beneath the size established by this Master Deed. Developer may, in its discretion, remove all or a portion of said Contraction Property and establish all or any portion of said Contraction Property as a rental development, a separate condominium project (or projects), or any other form of development.

#### ARTICLE IX. EXPANSION OF CONDOMINIUM

1. **Right to Expand.** The Project is not an expandable project under the Michigan Condominium Act.

#### ARTICLE X AMENDMENT

Except as otherwise expressly provided in this Master Deed or in the Act, the Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed nor any of its Exhibits be amended except as provided in the Condominium Document sought to be amended or as follows:

1. **Amendments.**

a. The Condominium Documents may be amended without the consent of Co-owners or mortgagees of any Unit for any purpose if the amendment does not materially alter or change the rights of a Co-owner or mortgagee. The Developer or the Association shall have the right to amend the Condominium Documents for such a purpose. Amendments which do not materially affect the rights of Co-owners or mortgagees include, but are not limited to, the following: amendments modifying the types and sizes of unsold Units and their appurtenant common elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage

Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

b. The Developer may, one or more times, with the consent of the Co-owners' Advisory Committee or, subsequent to the transitional control date, with the consent of a majority of the Co-owners, amend this Master Deed to extend the date of contraction, expansion or conversion of the Project as set forth in Articles VIII, IX and VII, respectively.

c. All other amendments (those amendments which do materially alter or change the rights of a Co-owner of mortgagee of a Unit) shall be made by the Developer pursuant to Subsection (g) or by the affirmative vote of 2/3rds of the votes of the Co-owners in number and value and 2/3rds of the first mortgagees. A Co-owner, including the Developer as a Co-owner for all Units created pursuant to the Master Deed but not yet conveyed, will have one vote for each Unit owned. A mortgagee shall have one vote for each first mortgage held. The required votes may be achieved by written consents or by votes at any regular annual meeting or special meeting called for such purpose, or a combination of votes and consents.

d. The method or formula used to determine the percentages of value of Units in the Project for purposes other than voting, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Unit dimensions or appurtenant limited common elements may not be modified without the Co-owner's consent.

e. In no case, unless (a) all of the first mortgagees, (b) all Co-owners (other than the Developer) of the individual Units, and (c) the Developer (if at that time it owns any Units or any Unit remains to be created) have given their prior written approval, shall the Association be entitled to;

i. By any act or omission seek to abandon or terminate the Project;

ii. Change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the common elements; or

iii. Partition or subdivide any Unit.

f. The restrictions contained in this Article X shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

g. Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than 10 days before the amendment is recorded at their addresses reflected on the Project records.

h. Notwithstanding any contrary provisions of the Condominium Documents, the Developer reserves the right to amend materially this Master Deed or any of its exhibits without the consent of the other Co-owners or mortgagees of a Unit within the Project for any of the following purposes:

- i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- ii. To correct arithmetic errors, typographical errors, surveyor plan errors, deviation in construction or similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;
- iii. To clarify or explain the provisions of this Master Deed or its exhibits;
- iv. To comply with the Act or rules promulgated thereunder or any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;
- v. To create, grant, make, define or limit easements affecting the Condominium Premises;
- vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the plan as "Must Be Built" subject to any limitations or obligations imposed by the Act;
- vii. To terminate or eliminate reference to any right which the Developer has reserved to itself herein; and,
- viii. To make alterations described herein even if the number of Units in the Project would thereby be reduced.

Amendments of the type described in this Subsection (g) may be made by the Developer without the consent of the Co-owners or mortgagees, and any Co-owner or mortgagee having an interest in a Unit affected by such amendment shall join with the Developer in amending this Master Deed.

9. The rights reserved to the Developer in this Master Deed or in the Condominium Bylaws may not be amended except by or with the consent of the Developer.

10. **Recording.**

1. An amendment to this Master Deed shall not be effective until the amendment is recorded.
2. A copy of the recorded amendment shall be delivered to each Co-owner.


11. **Costs.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of Co-owners or based upon the Advisory Committee's decision, the costs of which shall be deemed expenses of administration and the responsibility of the Association.

**ARTICLE XI.  
CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

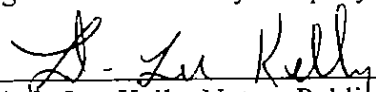
**Developer: AGM Wixom, LLC**

By:   
Its. William C. Cooper, Member

STATE OF MICHIGAN )

COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me on 10/12, 2005 by William C. Cooper, Member of AMG Wixom, L.L.C., a Michigan limited liability company.

  
Linda Lee Kelly, Notary Public  
Acting in Muskegon County, Michigan  
My Comm. Expires: 07/06/2007

**Prepared By and When Recorded Return To:**

David T. Bowen, P.C.  
P.O. Box 1146  
Muskegon, Michigan 49443-1146

LIBER 36567 PG 087

**EXHIBIT A TO MASTER DEED  
CONDOMINIUM BYLAWS  
OF  
CROSSROADS BUSINESS CENTER CONDOMINIUMS**

**CONDOMINIUM BYLAWS  
OF  
CROSSROADS BUSINESS CENTER CONDOMINIUMS**

**ARTICLE I  
THE CONDOMINIUM**

Section 1. Organization. Crossroads Business Center Condominiums, a Condominium, is a commercial condominium development located in the City of Wixom, Oakland County, Michigan (the "Condominium"), and shall be administered by an association of Co-Owners (the "Association"), which shall be organized as a nonprofit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, easements and, generally, the affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association and the laws of the State of Michigan.

Section 2. Compliance. All present and future Co-owners (who shall be "Members" of the Association as provided in Article II, Section 1, below; the terms "Member" and "Co-owner" are used interchangeably in these Bylaws), mortgagees, tenants and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any Condominium Unit ("Unit"), shall be subject to and comply with the provisions of the Act, the Master Deed, these Condominium Bylaws, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association including, without limitation, any provision thereof pertaining to the use and operation of the Condominium Premises and the Condominium.

The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease, the act of occupying a Unit, or presence in the Condominium shall constitute an acceptance of the provisions of these documents and an agreement to comply therewith.

Section 3. Purpose of Bylaws. These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions of these Bylaws.

**ARTICLE II  
MEMBERSHIP AND VOTING**

Section 1. Membership. Each Co-owner of a Unit, present and future, shall be a Member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither Association membership nor the share of a Member in the Association funds and assets shall be assigned, pledged or transferred in any manner, except as an appurtenance to a Unit, and any attempted assignment, pledge or transfer in violation of this provision shall be wholly void.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, the Members owning each Unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage of value assigned to the Unit or Units owned by them in the Master Deed, when voting by value. Voting, when required or permitted by these Bylaws or elsewhere in the Condominium Documents, shall be by value, except in those instances where voting is specifically required to be by number, or both by value and by number. Voting shall not be conducted on a cumulative basis.

Section 3. Persons Entitled to Vote. If one person owns a Unit, he or she shall establish his or her membership in the Association and his or her right to vote by presenting evidence of his or her ownership. If more than one person owns a Unit, if owned by a company or trust, or the Unit is leased, all of the record Co-Owners of the Unit shall sign and file with the Secretary of the Association a certificate designating the person entitled to exercise the Unit's membership in the Association, to cast the vote for the Unit and to receive all notices and other communications from the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner thereof, and shall be signed and dated by all Co-owners of record and all tenants. All certificates shall be valid until revoked, superseded by a subsequent certificate, or until a change occurs in the record ownership of the Unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each Unit it owns without submitting any proof of ownership.

Section 4. Method of Voting. Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided by the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of the Members at which a quorum is present, all matters shall be resolved by a majority vote. For purposes of these bylaws, 51% in number of the Members voting on any particular matter, whether in person, by telecommunications or by proxy, shall constitute a majority for the approval of such matter, except as otherwise required by these Bylaws, by the Master Deed or by law.

### ARTICLE III MEETINGS AND QUORUM

Section 1. First Meeting of Members. The first meeting of the Members of the Association may be convened only by the Board of Directors and may be called at any time upon 10 days' written notice to all Members. In no event, however, shall the first meeting be held later than: (a) 120 days after legal or equitable title to twenty-five percent (25%) of the Units that may be created have been conveyed to non-Developer Co-owners; or (b) 54 months after the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever first occurs. The Board of Directors may call meetings of Members of the Association for informational or other

appropriate purposes prior to the first meeting of Members, but no such meeting shall be construed as the first meeting of Members.

Section 2. Advisory Committee. The Developer shall establish an Advisory Committee of non-Developer Members upon the passage of: (a) 120 days after legal or equitable title to one-third (1/3) of the total number of Units have been conveyed to non-Developer Co-owners; or (b) one year after the initial conveyance of legal or equitable title to a Unit to a non-Developer Co-owner, whichever occurs first. The Advisory Committee shall meet with the Board of Directors to facilitate communication with the non-Developer Members and to aid in transferring control from the Developer to non-Developer Members. The Advisory Committee shall be composed of not less than one nor more than three non-Developer Members, who shall be appointed by the Developer in any manner it selects, and who shall serve at the pleasure of the Developer. The Advisory Committee shall meet at least semiannually with the Developer. Reasonable notice of such meetings shall be provided to all Members of the Advisory Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

Section 3. Annual Meetings of Members. Following the first meeting of Members, and in addition to subsequent meetings called for the purpose of electing directors, as provided below, an annual meeting of the Members shall be held each year at the time and place specified in the Association Bylaws. At least 10 days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

Section 4. Special Meetings of Members. It shall be the duty of the President to call a special meeting of the Members upon a petition signed by one-third of the Members in number and presented to the Secretary of the Association or upon the direction of a majority of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof and shall be given at least 10 days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Quorum of Members. Unless otherwise provided in these Bylaws, the presence, in person or by proxy, of 51% in number of the Members entitled to vote shall constitute a quorum of Members.

If a quorum shall not be present at any meeting, the Members present may adjourn the meeting for not more than 30 days.

#### ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property and affairs of the Association shall be managed by a Board of Directors consisting of three persons; provided, that until new directors are elected at the first meeting of Members provided for in Article III, Section 1 of these Bylaws, the Directors designated by the Incorporator, or their successors, appointed as provided in the Association Bylaws, shall serve. The entire Board of Directors shall be elected at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association

called by the Board of Directors for the particular purpose of electing directors, in the following manner:

- (a) Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 25% of the Units that may be created, at least one director and not less than 25% of the Board of Directors of the Association of Co-owners shall be elected by nondeveloper Co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 50% of the Units that may be created, not less than 33-1/3% of the Board of Directors shall be elected by nondeveloper Co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the nondeveloper Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the units in the Project or as long as 10% of the Units remain that may be created.
- (b) If 54 months have passed since the first conveyance of legal or equitable title to a Unit to a non-Developer Co-owner and title to not less than 75% of the Units that may be created has not been conveyed, the non-Developer Co-owners shall then have the right to elect, as provided in the Condominium Documents, a number of Members of the Board of Directors of the Association of Co-Owners equal to the aggregate percentage of units they own, and the Developer has the right to elect, as provided in the Condominium Documents, a number of Members of the Board equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established. Application of this subsection does not require a change in the size of the Board of Directors.
- (c) All the directors not designated by the Developer pursuant to subsections (a) and (b) of this Section shall be elected by the non-Developer Members.

Whenever the non-Developer Members become entitled to elect one or more additional directors pursuant to the above formula, the Board of Directors shall provide due notice of a meeting at which an election of all the directors shall take place. The Board of Directors shall schedule such meeting to occur no later than 120 days after the non-Developer Members become so entitled or, if such meeting would be the first meeting of the Association as provided in Article III, Section 1. A Board of Directors elected pursuant to these provisions shall serve until the earlier of the next annual meeting of the Association or such time as it has been replaced in accordance with the provisions of these Condominium Bylaws and the Association Bylaws.

**Section 2. Powers and Duties.** The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the Members. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the power and duty:

- (a) To manage and administer the affairs of and to maintain the Condominium all appurtenances thereto and the Common Elements, properly and easements thereof;
- (b) To levy and collect assessments against and from the Members of the Association and to use the proceeds therefrom for the purposes of the Association and to enforce assessments through liens and foreclosure proceedings where appropriate;
- (c) To carry insurance and to collect and allocate the premiums therefor and the proceeds thereof;
- (d) To restore, repair or rebuild the Common Elements of the Condominium, or any portion thereof, and any improvements thereon after occurrence of casualty and to negotiate on behalf of all of the Members in connection with the taking of the Common Elements of the Condominium, or any portion thereof by eminent domain;
- (e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;
- (f) To make reasonable rules and regulations governing the use of the Condominium by Members and their tenants, guests, employees and invitees and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, grant, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Common Elements or Unit, easements, rights-of-way, licenses or any other real property, whether or not contiguous to the Condominium, to benefit the Members of the Association and to further any of the purposes of the Association;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on Association property; provided, however, that any such action shall first be approved by the affirmative vote of more than two-thirds of the Association Members in number and in value at a meeting of the Members duly called;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, to administer the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;
- (j) To make rules and regulations or to enter into agreements with institutional lenders, or both, for the purpose of obtaining mortgage financing for Members which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association the Government National Mortgage

Association or any other agency of the federal government, the State of Michigan, the County of Oakland, the City of Wixom or any other agency or unit of government;

- (k) To enforce the provisions of the Master Deed, of these Condominium Bylaws, and of the Articles of Incorporation, Bylaws, Rules and Regulations of the Association and to sue on behalf of the Condominium or the Members and to assert, defend or settle claims on behalf of the Members with respect to the Condominium;
- (l) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Condominium Bylaws or by Act No. 59 of the Public Acts of 1978, as amended, including, but not limited to, these amendments contained in Act No. 538 of the Public Acts of 1982, and in Act No. 113 of the Public Acts of 1983;
- (m) To provide services to the Co-owners;
- (n) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Elements, or any of them, unless at least two-thirds of the mortgagees (based upon one vote for each mortgage owned) and two-thirds of the Members in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer for these purposes.

Section 3. Managing Agent. The Board of Directors may employ, at a compensation level established by it, a Managing Agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. The Developer, or any related person or entity, may serve as Managing Agent if so appointed. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing for services by the Developer or its affiliates, under which the maximum term is greater than three years or which is not terminable by the Association upon the transitional control date or within 90 days thereafter and upon 30 days written notice for cause. On the transitional control date, or within 90 days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one year after the transitional control date by providing notice of termination to the management agent at least 30 days before the expiration of the one year.

Section 4. Officers. The Association Bylaws shall provide for the designation, number, term of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to the Association officers not inconsistent with these Bylaws. Officers may be compensated, but only upon the prior affirmative vote of two-thirds of the Members.

Section 5. Actions prior to First Meeting. Subject to the provisions of Section 3 of this Article, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the Board of Directors of the Association named in its Articles of Incorporation, or their appointed successors, before the first meeting of Members, shall be made by the Developer and shall binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association Members at the first or any subsequent meeting of Members so long as such actions are within the scope of the powers and duties which any Board of Directors may exercise, as provided in the Condominium Documents.

Section 6. Indemnification of Officers and Directors. The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her as a consequence of his or her being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of his or her being or having been a director or officer of the Association, except in such cases wherein he or she is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his or her duties or adjudged to have not acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and its Members, and with respect to any criminal action or proceeding, he or she is adjudged to have had no reasonable cause to believe that his or her conduct was lawful; provided that, if a director or officer claims reimbursement or indemnification under this section based upon his or her settlement of a matter, he or she shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a director or officer claims reimbursement or indemnification under these Bylaws based upon his or her settlement of a matter, he or she shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the Members requests it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all Members that it has approved an indemnification payment at least ten days prior to making such payment.

## ARTICLE V OPERATION OF THE PROPERTY

Section 1. Personal Property. The Association shall be assessed as the person or entity in possession for any tangible personal property of the Condominium owned or possessed in

common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Costs and Receipts to Be Common. All costs-incurred by the Association to satisfy any liability arising within, or caused by or in connection with the Common Elements, or caused by or in connection with the administration of the Condominium, shall be expenses of administration, and all sums received as proceeds of, or pursuant to, any insurance policy carried by the Association securing the interests of the Members against liabilities or losses arising within, caused by or connected with, the Common Elements or the administration of the Condominium shall be receipts of administration.

Section 3. Books of Account. The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts (including both general and special expenses or receipts of administration) concerning the administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred on behalf of the Association and Members. The Members and their mortgagees may inspect the books of account during reasonable working hours on normal working days at a place the Association designates. The books of account shall be audited at least annually by qualified independent auditors, but such audit need not be a certified audit nor must the auditors be certified public accountants. The cost of such audit, and all accounting expenses, shall be an expense of administration. Any institutional holder of a mortgage lien on any Unit who so requests shall be given a copy of the audit report within 90 days following the end of the Association's fiscal year. At least once a year, the Association shall prepare and distribute to each Member a statement of its financial condition, the contents of which shall be defined by the Association.

Section 4. Regular Quarterly Assessment. The Board of Directors shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain the Board's estimate of the funds required to defray the expenses of administration for the forthcoming year, as those items are defined by these Bylaws, and all other common expenses. The budget also shall allocate and assess all such common charges against all Members in accordance with the number of Units of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant thereto. The general common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium property under the powers and duties delegated to it by these Bylaws, and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating fund, for a reserve fund and for meeting any deficit in the common expense budget for any prior year. The common expenses shall consist among other things of such amounts as the Board may deem proper for the operation, management, and maintenance of the Condominium to the extent of the powers and duties delegated to it by these Bylaws and in the Master Deed and shall include without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping, maintenance and replacements, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. The budget shall establish an adequate reserve fund for maintenance, repair and replacement of the General and Limited Common Elements, which fund shall be financed

by regular quarterly payments rather than by special assessments. The Board shall advise each Member in writing of the amount of common charges payable by them and shall furnish copies of each budget on which such common charges are based to all Members, although failure to deliver a copy of the budget to each Member shall not affect any Member's liability for any existing or future assessments. The budget shall also allocate and assess all expenses of administration against all Co-owners in accordance with the number of Units of the Master Deed, without increase or decrease or the existence of any rights to the use of the Common Elements. All assessments levied in accordance with the foregoing provisions of this section shall be payable by the non-Developer Co-owners in four equal quarterly installments commencing with the acquisition of legal or equitable title to a Unit by any means. The Board may in its sole discretion elect to collect regular assessments on a monthly, semi-annual or annual basis. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (a) to pay the operation and management costs of the Condominium, (b) to provide for maintenance, repair or replacement of existing Common Elements, (c) to provide additions to the Common Elements or (d) to provide for emergencies, the Board may increase the general assessments or levy such additional assessment or assessments, and apportion them, as it deems necessary.

Any sums owed to the association by any individual Co-owner may be assessed to and collected from the responsible Co-owner as an addition to the regular assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this section will rest solely with the Board for the benefit of the Association and the Members thereof and will not be enforceable by any creditors of the Association or its Members. Members shall pay all assessments levied in accordance with this Section 4 in four quarterly installments, commencing with acquisition of title to a Unit by any means.

Section 5. Special Assessments. Special assessments, in addition to those provided for in Section 4, may be levied by the Board of Directors from time to time, following approval by the Members as provided in these Bylaws, to meet other needs, requirements or desires of the Association, including, but not limited to: (a) assessments for capital improvements or additions to the Common Elements; (b) assessments to purchase a Unit upon foreclosure of a lien for assessments, as described in Section 6; or (c) assessments for any other appropriate purpose not elsewhere described in these Bylaws. Special assessments referred to in this Section 5 (but not including those assessments referred to in Section 4, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than two-thirds of all Members in value and in number, which approval shall be granted only by a vote of the Members taken at a meeting of the Members called in accordance with the provisions of Article III. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and its Members and will not be enforceable by any creditors of the Association or its Members.

Section 6. Collection of Assessments. When used in this Section 6 and in Section 12, and whenever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular, quarterly and special assessments referred to in Sections 4 and 5 and, in addition, all other charges whatsoever levied by the Association against any Co-Owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each Co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to their Unit during the time that they are the Co-Owners thereof, and no Member may exempt himself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. If any Member defaults in paying the assessed common charges, interest at the maximum legal rate shall be charged on such assessment from the due date thereof and further penalties or proceedings may be instituted by the Board of Directors in its discretion. If such assessment, or any part thereof, is not paid on or before the due date established by the Board of Directors for such payment, then such payment shall be in default. The Board of Directors may, but need not, report such a default to any mortgagee of record. Any mortgagee of a Unit may consider a default in the payment of any assessment a default in the payment of its mortgage. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Unit or any other assessment, the Association shall have the right to declare any and all unpaid assessments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a Co-owner in default upon seven days written notice to such Co-owner of its intent to do so. A Co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting and the Association so long as such default continues. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to any person occupying their Unit under a lease or rental agreement and such person after receiving the notice shall deduct from the rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them directly to the Association. The deduction shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the Unit prior to all other liens except tax liens and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each Member, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement (in accordance with the provisions of Chapter 32 of the Michigan Revised Judicature Act, as amended). The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is granted what is commonly known as a "power of sale." Each Member and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold at public auction the Unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Member acknowledges that when they acquired title to their Unit, they were notified of the provisions of this Section and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until 10 days have expired after the mailing, by certified mail, return receipt requested and postage prepaid, addressed to the delinquent Member at their last known address, of a written notice that an assessment, or any part thereof, levied against their Unit is delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within 10 days after the date of mailing. A written affidavit of an authorized representative of the Association that sets forth (a) the affiant's capacity to make the affidavit, (b) the statutory and other authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (d) the legal description of the subject Unit, and (e) the name of the Member of record, shall accompany such written notice. Such affidavit shall be recorded in the Office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing the notice. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it under these Bylaws or under Michigan law. In the event the Association elects to foreclosure the lien by advertisement, the Association shall so notify the representative of the delinquent Member designated in Article III, Section 3, and shall inform such representative that they may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, reasonable attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Member in default and shall be secured by the lien on their Unit. If any Member defaults in the payment of any installment of the annual assessment levied against their Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. In a judicial foreclosure action, the court may appoint a receiver to collect a reasonable rental for the Unit from the Member owning it or any persons claiming under them, and each Member covenants to the appointment of such a receiver. The Association may also stop furnishing any services to a Member in default upon seven days' written notice to such Member of its intent to do so. A Member in default in the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues.

If the holder of a first mortgage on a Unit obtains title to the Unit by foreclosing the mortgage, accepting a deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale, shall not be liable for unpaid assessments chargeable to the Unit by such person until after such mortgagee takes title to the Unit or Units. Provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the Members, including such person, its successors and assigns, and that all assessments chargeable to the Unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all Members. When a Member is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying their Unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the Member the arrearage and future assessments as they fall due and pay them directly to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

The Association may purchase a Unit at any foreclosure sale.

Section 7. Obligations of the Developer. The Developer shall maintain any Units owned by it and pay a pro rata share of all costs. The Developer's prorated share of expenses will be based upon the ratio of all Units owned by the Developer excluding any Units on which there is a completed building at the time of the expenses incurred to the total number of Units then in the Condominium. The Developer, although a Co-Owner and a Member of the Association will not be responsible at any time for the payment of any regular or special assessment, except for Units on which there is a completed building owned by the Developer. In no case shall the Developer be responsible for paying any assessment levied in whole or in part to finance any litigation or other claims against the Developer, any cost of investigating and preparing such claim or similar or related costs.

Section 8. Maintenance and Repair. As provided in the Master Deed, the Association or its agents shall maintain and repair the General Common Elements, whether located inside or outside the Units, and the Limited Common Elements, to the extent set forth in the Master Deed. The costs thereof shall be charged to all the Members as a common expense, unless necessitated by the negligence, misuse or neglect of a Member, in which case such expenses shall be charged to such Member. The Association or its agent shall have access to each Unit from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom. The Association or its agent shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units, the Common Elements, or both.

All other maintenance and repair obligations shall, as provided in the Master Deed, rest on the individual Co-owner. Each shall maintain their Unit and any Limited Common Elements appurtenant thereto for which they have maintenance responsibility in a safe, clean and sanitary condition and shall maintain landscaping on the Frontage Area. Each Member shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility, conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Member shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by them, their guests, employees, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility (if reimbursement to the Association is excluded by virtue of a deductible provision, the responsible Member shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding). Any costs or damages to the Association that are assigned to the individual Member by these Bylaws or in the Condominium Documents may be assessed to and collected from the responsible Member in the manner provided for regular assessments in Article V, Section 4.

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1-3, in the event of repair or replacement on account of a casualty loss.

Section 9. Taxes. Subsequent to the year in which the Condominium is established, all special assessments and property taxes shall be assessed against the individual Units and not upon the total property of the Condominium or any part thereof. Taxes and special assessments which have become a lien against the property of the Condominium in the year of its establishment (as

provided in Section 131 of the Act) shall be expenses of administration and shall be paid by Co-owners. Each Unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the Members owning those Units shall reimburse the Association for their Unit's share of such bill within 10 days after they have been tendered a statement therefor.

Section 10. Documents to Be Kept. The Association shall keep current copies of the approved Master Deed, all amendments thereto, and all other Condominium Documents available for inspection at reasonable hours by Members, prospective purchasers and prospective mortgagees of Units.

Section 11. Reserve for Major Repairs and Replacement. The Association shall maintain a reserve fund for major repairs and replacement of Common Elements in an amount equal to at least 10% of the Association's current annual budget on a non-cumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of Common Elements. THE MINIMUM STANDARDS REQUIRED BY THIS SECTION MAY PROVE INADEQUATE FOR A PARTICULAR PROJECT. The Association of Members should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

Section 12. Statement of Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself.

## ARTICLE VI INSURANCE; REPAIR OR REPLACEMENT CONDEMNATION AND CONSTRUCTION LIENS

Section 1. Insurance. The Association may carry all risk property coverage and liability insurance (including, without limitation, Director's and Officer's coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, the Members and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee

endorsements to the mortgagees of Members' Units. It shall be each Co-owners' responsibility to obtain insurance coverage for their property located within the boundaries of their Unit or elsewhere in the Condominium and for their personal liability for occurrences within their Unit or upon Limited Common Elements appurtenant to their Unit. The Association shall have absolutely no responsibility for obtaining such coverage. The Association and all Members shall use their best efforts to see that all property and liability insurance carried by the Association or any Member shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Member or the Association, and, subject to the provisions of Article V, Section 8, the Association and each Member waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any Member, and vice versa.

- (b) Public liability insurance shall be carried in such limits as the Board may from time to time determine to be appropriate, and shall cover the Association, each Member, director and officer thereof, and any managing agent.
- (c) The Association may carry a fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who, in the course of their duties, may reasonably be expected to handle funds of the Association or any Co-owners.
- (d) Each Co-owner will be responsible for obtaining fire and extended coverage mischief insurance with respect to their Unit and all other improvements, constructed or to be constructed and for their personal property located within the boundaries of their Unit or elsewhere in the Condominium including but not limited to the Frontage Area adjoining their Unit. All such insurance will be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of the Co-owner to obtain such insurance the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner as the Association assessments are collected in accordance with Article V. Each Co-owner also will be obligated to obtain insurance coverage for their personal liability for occurrences within the boundaries of their Unit, the Limited Common Elements appurtenant to their Unit, or on the Frontage Area appurtenant to their. The Association will under those circumstances have no obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.
- (e) All premiums upon insurance policies purchased by the Association pursuant to these Bylaws shall be expenses of administration.

- (f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the Members and their mortgagees as their interests may appear; provided, however, whenever Section 3 of this Article requires the repair or reconstruction of the Condominiums any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Hazard insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the holders of mortgages on Units in the Condominium have given their prior written approval.
- (g) All insurance carried by the Association shall, to the extent possible, provide for cross-coverage of claims by one insured against another.
- (h) If damage within the Condominium impairs the appearance of the Condominium, the Association or the Co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay and will complete such repair, reconstruction or replacement within six months after the date of the occurrence which caused the damage.

Section 2. Appointment of Association. Each Co-Owner by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as their true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the Common Elements thereof. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Members and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such Members and the Condominium as shall be necessary or convenient to accomplish the foregoing.

Section 3. Reconstruction or Repair. If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

- (a) Any reconstruction or repair shall be performed in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as similar as possible to the condition existing prior to damage.
- (b) If the damage is only to a part of a Unit which it is the responsibility of a Member to maintain and repair, it shall be the responsibility of the Member to repair such damage in accordance with subsections (a) and (c). The Association promptly shall notify each holder of a mortgage lien on any of the Units if any Unit or any part of the Common Elements is substantially damaged or destroyed.

- (c) Each Member shall be responsible for the reconstruction and repair of their Unit, all structures and improvements, including landscaping, the Limited Common Elements, appurtenant to their Unit and the landscaping and drive on the Frontage Area.
- (d) The Association shall be responsible for the reconstruction and repair of the Common Elements. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.
- (e) Any insurance proceeds received, whether by the Association or a Member, shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the insurance proceeds are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Members for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article V, Section 4.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

- (a) The Association, acting through its Board of Directors, may negotiate on behalf of all Members for any taking of General Common Elements. Any negotiated settlement shall be subject to the approval of more than two-thirds of the Members in value and shall thereupon be binding on all Members.
- (b) If an entire Unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Member and their mortgagee, they shall be divested of all interest in the Condominium. The undivided interest in the Common Elements belonging to the Member whose Unit has been taken shall thereafter appertain to the remaining Units, including those restored or reconstructed under the provisions of this section.
- (c) If the event of a partial taking of any Unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the Co-owner of the Unit and their mortgagee, as the respective interests may appear. If part of the building located within the Unit is taken, the Co-owner shall if practical, using the award, rebuild the same to the extent necessary to make it habitable or useable. If it is not practical to rebuild the building within the boundary of the Unit, the entire undivided interest in the Common Elements appertaining to that Unit shall thence forth appertain to the remaining Units, being allocated to them in proportion to their

respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a common element.

- (d) If any portion of the Condominium other than any Unit is taken, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of more than 50% of the Members in number and in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Members and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VII of the Master Deed.
- (e) If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VII of the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Members based upon a continuing value for the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Members, but only with the prior written approval of all holders of mortgage liens on individual Units in the project.
- (f) If any Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a mortgage lien on any of the Units.
- (g) If the taking of a portion of a Unit makes it impractical for the partially taken Unit to be usable, then the entire undivided interest in the Common Elements appertaining to that Unit shall thenceforth appertain to the remaining Units, and shall be allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit shall thenceforth be a Common Element.
- (h) Votes in the Association of Members and liability for future expenses of administration appertaining to a Unit taken or partially taken (as provided in subsection (g)) by eminent domain shall thenceforth appertain to the remaining Units, and shall be allocated to them in proportion to their relative voting strength by value in the Association.

Section 5. Construction Liens. The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any Unit:

- (a) Except as provided below, a construction lien for work performed on or beneath a Unit or on the Frontage Area may attach only to the Unit upon or for the benefit of

which the work was performed. A construction lien for work performed in constructing a structure within a Unit may attach only to the structure constructed.

- (b) A construction lien for work authorized by the Developer or principal contractor except at the request of the Co-owner and performed upon the Common Elements may attach only to Units owned by the Developer at the time.
- (c) A construction lien for work authorized by the Association may attach to each Unit only to the proportional extent that the Member owning the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.
- (d) A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Developer or the Association.

If a Member is advised or otherwise learns of a purported construction lien contrary to the foregoing, they shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of Units improperly affected thereby.

Section 6. Mortgagees. Nothing contained in the Condominium Documents shall be construed to give a Unit owner, or any other party, priority over any rights of mortgages of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements or both.

## ARTICLE VII USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. Establishment of Restrictions. In order to provide for congenial occupancy of the Condominium Project, and for the protection of the value of each Unit, the use of Condominium Project property shall be subject to the following limitations:

- a) In addition to the restrictions herein, the use of any Unit and any structure constructed on any Unit must satisfy the requirements of the zoning ordinance of City of Wixom, Oakland County, Michigan, which is in effect at the time of the contemplated use or construction of any structure unless a variance for such use or structure is obtained from the Zoning Board of Appeals of City of Wixom and further there is obtained a written consent thereto from the Developer during the Development Period and thereafter from the Association. To the extent that the restrictions contained herein are more restricted than the City of Wixom Zoning Ordinance, the restrictions contained herein shall apply.
- b) Each Unit owner shall maintain his/her Unit in good order and repair. No Unit owner shall alter the exterior appearance or structurally modify his/her Unit (including interior walls through or in which there exist easements for support or utilities) or change any of the limited or general common elements from the way it or they were

constructed by the Developer. No waste shall be committed in any Unit or the common elements. Nothing shall be done in, on, or to any Unit or in, on, or to any common elements which will impair the structural integrity of any portion of the Condominium Project. Nothing shall be altered or constructed in or removed from the common elements, except with the prior written consent of the Association. No Unit owner shall (i) paint the exterior of his/her Unit or any portion of the common elements, (ii) erect any antenna, sign, external light, aerial, awning, canopy, external door, satellite dish (or any other receptive or transmitting device), shutters, or any other exterior attachment, equipment, fixture, or modification. The Association and its agents, employees, contractors, and subcontractors shall have the right to enter each Unit for the purpose of (i) performing maintenance and/or repairs of the common elements, (ii) responding to emergency situations, (iii) inspecting the Unit and the common elements to confirm their compliance with this Article VII, and (iv) enforcing the terms and conditions of the Condominium Documents. This access shall include, if necessary, the right to penetrate Unit walls for such purposes. No Unit owner shall impair the Association's access to any Unit or the common elements for such purposes. No Unit owner shall damage, modify, or make alteration, improvements, or attachments to the common element walls between Units, which in any way impair the sound-conditioning properties thereof, without the unanimous prior written consent of the Board of Directors. The Board of Directors, in its sole discretion, may disapprove any such request. In addition, the Board of Directors may only approve such alterations as do not impair the structural soundness, safety, utility, integrity, or appearance of the Condominium Project. Even after consent, a Unit owner, and not the Association, shall be responsible for all damages to any other Units and their contents or to the common elements, resulting from any alteration, improvement, or attachment performed by or on behalf of such Unit owner.

- c) No unlawful or offensive activity shall be carried on in any Unit or upon the limited or general common elements, nor shall anything be done which may be or become a nuisance to any Unit owner. No Unit owner shall, without the prior written consent of the Association, do or permit anything to be done or keep or permit to be kept in his/her Unit or on the common elements anything that will cause (i) the cancellation of any insurance on the Condominium Project or any property located therein or (ii) an increase in the insurance rate on the Condominium Project or any property located therein. Each Unit owner who is the cause of any such increase shall pay to the Association upon demand the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No use or activity shall be conducted, maintained, or permitted in any Unit or in the common elements which will interfere with or detract from the character of the Condominium Project or any portion thereof.
- d) Neither the limited nor the general common elements shall be used to store supplies, materials, personal property, trash or refuse of any kind, except as provided in duly adopted Association rules and regulations. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted elsewhere on the

common elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash in accordance with the contract for trash collection to be maintained by the Association. In general, no activity shall be carried on nor condition maintained by a Unit owner, either in his/her Unit or upon the common elements, which spoils the appearance of the Condominium Project or any portion thereof.

- e) The general and limited common elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No inoperable vehicle may be parked at the Condominium Project for more than twenty-four (24) hours, unless within a Unit with the door closed. No parking space which has not been specifically allocated in writing to a particular Unit Co-owner by the Developer shall be used for overnight vehicular parking purposes.
- f) No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, (excluding "For Sale" and "For Rent" signs),
- g) No Unit owner shall overload the electric wiring in the Condominium Project or operate machines, appliances, accessories, or equipment in such a manner as to cause in the judgment of the Association an unreasonable disturbance to others or connect any machines, appliances, accessories, or equipment to the heating or plumbing systems, without the prior written consent of the Association.
- h) None of the restrictions contained in this Article VII shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and Bylaws as the same may be amended from time to time. For the purposes of this Subsection 1(h), the development and sales period shall be deemed to continue so long as Developer owns any Unit which Developer offers for sale. Until all Units have been sold by Developer, Developer shall have the right to maintain model Units and a sales office, a business office, and storage areas. During the developments and sales period, Developer and Developer's agents, employees, successors, assigns, contractors subcontractors, brokers, licensees, and invitees, shall be entitled to (i) have access, ingress, and egress to and from the Condominium Project and common elements and use such portion of the Condominium Project and common elements as may be necessary or desirable in connection with such marketing, sales, leasing of Units, or performance of work, (ii) use or show one or more unsold and un conveyed Units, or portion or portions of the common elements as a model Unit or Units (for sale or least) or for such other purposes deemed necessary or desirable in connection with such administration, marketing, sales, or leasing of Units or performing work in or about the Condominium Project, and (iii) post and maintain such signs, banners, flags, or other advertising material in, on, or about the Condominium Project and common elements in such form as deemed desirables by the Developer, and as may

be deemed necessary or desirable in connection with the marketing, sales, leasing, or management of Units or performing work in or about the Condominium Project or in connection with (i) and (ii) above, and (iv) complete or correct construction of, or make alterations of and additions and improvements to, the Units or the common elements in connection with any of the Developer's activities in connection with the promotion, marketing, sales, or leasing of the Units or performing work in or about the Condominium Project.

- i) As used in these Bylaws, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, any agency of the State of Michigan, or any agency of the United States government. Each Unit owner shall cause the presence, use, storage, and/or disposal of any Hazardous Materials on, in, under, or about the Condominium Project by such Unit owner or such Unit owner's agents, employees, licensee, invitees, or assignees to be in complete compliance with all applicable laws, rules, regulations, orders and ordinances, and rules or regulations, if any, adopted by the Board of Directors at any time. Each Unit owner shall defend, indemnify, protect, and hold the Association harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Condominium Project caused by the acts, omissions, or negligence of Unit owner and/or such Unit owner's agents.
- j) Areas designated for the parking of motor vehicles shall be used solely for such purpose, in accordance with such reasonable regulations as shall be established by the Association from time to time.
- k) Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws, concerning the use of the common elements, may be made and amended from time to time by any Board of Directors of the Association, including the Board of Directors established in the Articles of Incorporation (and its successors). Copies of all such regulations and amendments therefore shall be furnished to all Unit owners and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Unit owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Unit owners in number and in value at any duly convened meeting of the Association.
- l) All requirements and restrictions placed on Unit owners under this Article VII shall apply to all occupants of each Unit and their guests and invitees. Each Unit owner shall be responsible to require all occupants or tenant in his/her Unit to comply with the requirements and restrictions contained in this Article VII.

Section 2. Enforcement. Failure to comply with any of the terms of the Act, the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to

recover sums due for such damages, injunctive relief, and any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

## ARTICLE VIII LEASING OF UNITS

Section 1. Right to Lease. A Co-owner may lease his unit for the same purposes set forth in Article VII; provided that written disclosure of such lease transaction is submitted to the Association in the manner specified in subsection (b) below. The written disclosure and subsequent lease, if approved, shall specifically address the issue of parking and the impact of lessor's use of the property on parking facilities. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner will lease less than 500 square feet of his or her Unit in the Condominium and no tenant will be permitted to occupy except under a lease the initial term of which is at least three (3) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements will incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. After the transitional control date, the Association may amend the Condominium Documents as to the rental of units or terms of occupancy as provided in section 90(4) of the Act. The amendment shall not affect the rights of any lessors or lessees under a written lease otherwise in compliance with this section and executed before the effective date of the amendment, or units as long as they are owned or leased by the Developer.

Section 2. Leasing Procedures. The leasing of Units in the Project will conform to the following provisions:

- a) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant of that Unit and, at the same time, will supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the co-owner shall supply the Association with the names and addresses of the potential lessee, along with the rental amount and due dates under the proposed agreement.
- b) Tenants or non-Co-owner occupants will comply with all of the conditions of the Condominium Documents of the Condominium Project, and all leases and rental agreements will so state.
- c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association may take the following action:
  - 1) The Association determines that the tenant or non-Co-owner by certified mail advising of the alleged violation by the tenant.

- 2) The Co-owner will have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- 3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection may be by summary proceedings. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- 4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, will deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions will not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Association, then the Association may do the following: (a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding, (b) Initiate proceedings pursuant to subsection (3) above.

Section 3. Subletting or Assignment of Leasehold Interest. No non-Co-owner occupant may sublet the Unit he or she is occupying or any part of it, nor may he or she assign his interest in that Unit in whole or in part (for security or otherwise).

## ARTICLE IX MORTGAGES

Section 1. Notice of Mortgage. A Co-owner who mortgages a Unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in the Association's records.

Section 2. Notice of Default. The Association shall give to the holder of any first mortgage covering any Unit in the project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 3. Notice of Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 4. Notice of Meetings. Upon a request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 5. Acquisition of Title by Mortgagee. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage, or deed in lieu thereof, shall not be liable for such Unit's unpaid assessments which accrue prior to acquisition of title by the mortgagee, except to the extent provided in Article V, Section 6 above.

Section 6. Financial Statements. Upon a request submitted to the Association, any institutional holder of a first mortgage lien or any Unit in the Condominium shall be entitled to receive a copy of the annual financial statement of the Association.

Section 7. Inspection. Upon a request submitted to the Association, any institutional holder of a first mortgage lien or any Unit in the Condominium shall be entitled to inspect the records of the Association.

## ARTICLE X AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third or more in number of the Members by an instrument in writing signed by them.

Section 2. Meeting to Be Held. If such an amendment is proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Condominium Documents.

Section 3. Vote Required. These Condominium Bylaws may be amended by an affirmative vote of two-thirds of all Members in number and in value and two-thirds of all mortgagees at any regular meeting, or at a special meeting called for such purpose. Each mortgagee shall have one vote for each mortgage held.

Section 4. Amendments Not Materially Changing Condominium Bylaws. The Board of Directors may enact amendments to these Condominium Bylaws without the approval of any Member or mortgagee, provided that such amendments shall not materially alter or change the rights of a Member or mortgagee.

Section 5. Amendments Concerning Leases. Provisions in these Bylaws relating to the ability or terms under which a Member may rent their Unit may not be modified and amended without providing notice to each affected Member and mortgagee and the opportunity to vote on the amendment.

Section 6. Effective Date. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds of Oakland County, Michigan.

Section 7. Costs of Amendment. Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment; provided, however, that such costs and expenses relating to amendments adopted pursuant to Article X Section 3, or pursuant to a decision of the Advisory Committee shall be expenses of administration.

Section 8. Notice: Copies of Amendment. Members and mortgagees of record of Units shall be notified of proposed amendments not less than 10 days before the amendment is recorded. A copy of each amendment to these Condominium Bylaws shall be furnished to every Member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article or the Act shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XI DEFINITIONS

All terms used in these Bylaws shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Condominium Bylaws are attached as an exhibit.

## ARTICLE XII REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Member shall entitle the Association or another Member or Members to the following relief:

- (a) Failure to comply with any of the terms or conditions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover sums due for damages, for injunctive relief, for foreclosure of lien (if in default in payment of an assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Member or Members.
- (b) In any proceeding arising because of an alleged default by any Member, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Member be entitled to recover such attorney's fees.
- (c) Such other reasonable remedies as provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against Members after notice and opportunity for hearing, as provided in the Association

rules and regulations, and the imposition of late charges for nonpayment of assessments.

- (d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the rights set forth above, to enter, where reasonably necessary, upon the Limited or General Common Elements, or into any Unit, and summarily remove and abate, at the expense of the violating Member, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

Section 2. Failure to Enforce. The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Member to enforce such right, provision, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Member or Members pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Hearing. Prior to the imposition of any fine or other penalty under these Bylaws, the offending Member shall be given a reasonable opportunity to appear before the Board and be heard.

Following any such hearing the Board shall prepare a written decision and place it in the permanent records of the Association.

### ARTICLE XIII ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the Members or between such Members and the Association may, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter's decision as final and binding, and it shall be enforceable against the party in a court of competent jurisdiction. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three individuals, at least one of whom shall be an attorney. The panel shall be composed of one individual appointed by the Member and one individual appointed by the Board of Directors of the Association. These two panelists will promptly agree on the third Member of the panel. No Member

who is a natural person may appoint himself or herself or a Member of his or her household to the panel. No corporate Member may appoint one of its directors, officers, shareholders or employees to the panel. A Member may not serve on behalf of the Board.

The arbitration costs shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

Section 2. Effect of Election. Election by Members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

Section 3. Preservation of Rights. No Member shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

#### **ARTICLE XIV SEVERABILITY**

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

#### **ARTICLE XV CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of the Condominium Documents, the following order of priority shall prevail, and the provisions of the Condominium Document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan;
2. these Condominium Bylaws;
3. the Articles of Incorporation of the Association;
4. the Bylaws of the Association; and
5. the Rules and Regulations of the Association.

**ARTICLE XVI  
MICHIGAN LAW**

The Bylaws and all documents referred to in these Bylaws shall be governed by the laws of the State of Michigan.

LIBER 36567 PG. 1116

**EXHIBIT B TO MASTER DEED  
CONDOMINIUM SUBDIVISION PLAN**

**EXHIBIT C TO MASTER DEED  
LEGAL DESCRIPTION**

**CROSSROADS BUSINESS CENTER CONDOMINIUMS  
A CONDOMINIUM DEVELOPMENT**

Property located in the City of Wixom, County of Oakland and State of Michigan, to-wit:

**DEVELOPED AREA:**

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section to the Place of Beginning; thence continuing S00°29'55"W 259.00 feet along the East line of said Section; thence S89°49'15"W 665.12 feet; thence N00°00'00"E 84.79 feet; thence N22°30'34"W 137.31 feet; thence N90°00'00"W 123.18 feet; thence N00°00'00"W 46.78 feet; thence N89°49'05"E 843.12 feet to the Place of Beginning. Subject to the road right of way for Beck Road over the East 33.0 feet thereof. Said parcel contains 4.23 acres, inclusive of right of way.

**PROPOSED FUTURE DEVELOPMENT OR CONTRACTIBLE AREA:**

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 843.12 feet to the Place of Beginning; thence S00°00'00"E 46.78 feet; thence S90°00'00"E 123.18 feet; thence S22°30'34"E 137.31 feet; thence S00°00'00"W 84.79 feet; thence S89°49'15"W 1039.61 feet; thence N02°09'00"E 259.13 feet; thence N89°49'05"E 854.15 feet to the Place of Beginning. Said parcel contains 5.88 acres.

**27.00 FOOT WIDE CONTRACTIBLE AREA:**

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 33.00 feet to the West line of Beck Road and the Place of Beginning; thence S00°29'55"W 259.01 feet along the West line of Beck Road; thence S89°49'15"W 27.00 feet; thence N00°29'55"E 259.01 feet parallel with the East line of said Section; thence N89°49'05"E 27.00 feet to the Place of Beginning. Said parcel contains 0.16 acres.

Together with and subject to easements of record.

**EXHIBIT D  
PROOF OF SERVICES OF NOTICE OF INTENT**

PROOF OF SERVICE

STATE OF MICHIGAN )  
COUNTY OF MUSKEGON )

Linda Kelly, being duly sworn, deposes and says that on 12/23, 2004, she served a copy of Notice of Intent to Establish Condominium Project and Notice of Proposed Action, a copy of which are attached, on the following person(s):

TO: Michigan Department of Consumer and Industry Services  
Corporation, Securities and Land Development Bureau  
Manufactured Housing Division  
P.O. Box 30222  
Lansing, Michigan 48909

Michigan Department of Environmental Quality  
Waste Management Division  
Groundwater Section  
P.O. Box 30241  
Lansing, Michigan 48909

Michigan Department of Public Health  
3500 North Logan Street  
P.O. Box 30035  
Lansing, Michigan 48909

City of Wixom  
49045 Pontiac Trail  
Wixom, MI 48393

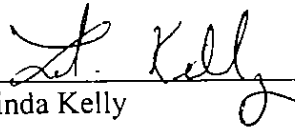
Oakland County Road Commission  
31001 Lahser Road  
Beverly Hills, MI 48025

Oakland County Drain Commissioner  
Public Works Building 95 West  
One Public Works Drive  
Waterford, MI 48328-1901

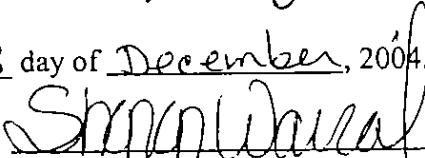
County of Oakland  
Attn: County Clerk  
1200 North Telegraph  
Pontiac, MI 48341

Michigan Department of Transportation  
P.O. Box 30050  
Lansing, Michigan 48909

that being the last known addresses, by placing the same in the United States mail with sufficient postage affixed thereto.

  
\_\_\_\_\_  
Linda Kelly

Subscribed and sworn to before me this 23 day of December, 2004.

  
\_\_\_\_\_  
Sharon Woirol, Notary Public  
Muskegon County, Michigan  
My commission expires: 07/28/2007

**PROOF OF SERVICE**

STATE OF MICHIGAN )  
COUNTY OF MUSKEGON )

Linda Kelly, being duly sworn, deposes and says that on 12/23, 2004, she served a copy of Information Appropriate For Filing With The Departments of Natural Resources and Public Health, a copy of which is attached, on the following person(s):

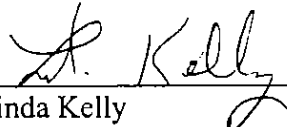
TO: Michigan Department of Public Health  
Division of Water Supply  
P.O. Box 30195  
Lansing, Michigan 48909

Michigan Department of Public Health  
Division of Environmental Health  
3423 Martin L. King Jr. Blvd.  
Lansing, Michigan 48909

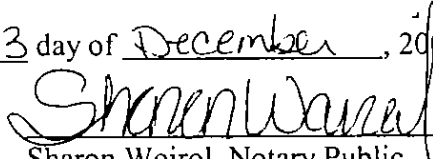
Surface Water Quality Division - Permit Section  
Department of Natural Resources  
P.O. Box 30273  
Lansing, Michigan 48909

Waste Management Division  
Department of Natural Resources  
P.O. Box 30028  
Lansing, Michigan 48909

that being the last known addresses, by placing the same in the United States mail with sufficient postage affixed thereto.

  
\_\_\_\_\_  
Linda Kelly

Subscribed and sworn to before me this 23 day of December, 2004.

  
\_\_\_\_\_  
Sharon Woirel, Notary Public  
Muskegon County, Michigan  
My commission expires: 07/28/2007

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Waste Management Division  
ept. of Natural Resources  
P.O. Box 30028  
Lansing, MI 48909

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X**  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES, AGENT FOR STATE OF MICHIGAN

DEC 24 2004

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7298

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-80

LIBER36567 PG122

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept. of Consumer & Industry Services  
Education, Securities & Land  
Development Bureau  
Manufactured Housing Division  
P.O. Box 30222  
Lansing, MI 48909

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X**  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES, AGENT FOR STATE OF MICHIGAN

DEC 24 2004

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7274

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Surface Water Quality Division  
Dept. of Natural Resources  
P.O. Box 30273  
Lansing, MI 48909

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
**X**  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES, AGENT FOR STATE OF MICHIGAN

DEC 24 2004

POST OFFICE BOX 30026  
LANSING, MICHIGAN 48909

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7304

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

County of Oakland  
att: County Clerk  
1200 N. Telegraph  
Pontiac, MI 48341

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7212

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-30

**COMPLETE THIS SECTION ON DELIVERY**

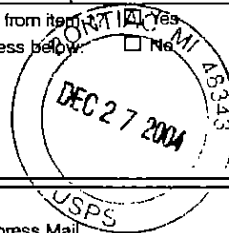
A. Signature

X JIM WRIGHT  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



3. Service Type

- Certified Mail  Express Mail
  - Registered  Return Receipt for Merchandise
  - Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michigan Dept. of Transportation  
P.O. Box 30050  
Lansing, MI 48909

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7205

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

POST OFFICE BOX 30026  
LANSING, MICHIGAN 48909

3. Service Type

- Certified Mail  Express Mail
  - Registered  Return Receipt for Merchandise
  - Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Oakland County Drain Commissioner  
Public Works Building 95 West  
One Public Works Dr.  
Waterford, MI 48328-1901

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7229

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

Madelyn Thomas  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail
  - Registered  Return Receipt for Merchandise
  - Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept. of Environmental Quality  
 Waste Management Division  
 Groundwater Section  
 P.O. Box 30241  
 Lansing, MI 48909

2. Article Number  
(Transfer from service label)

7003 2260 0000 4109 7267

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

JEREMY HALL

C. Date of Delivery

DEC 24 2004

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES AGENTS ARE OF MICHIGAN

3. Service Type  
POST OFFICE BOX 30026  
LANSING, MICHIGAN 48909

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

LIBER 36567 PG 124

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept of Public Health  
 Division of Water Supply  
 P.O. Box 30195  
 Lansing, MI 48909

2. Article Number  
(Transfer from service label)

7003 2260 0000 4109 7328

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

JEREMY HALL

C. Date of Delivery

DEC 24 2004

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES AGENTS ARE OF MICHIGAN

3. Service Type  
POST OFFICE BOX 30026  
LANSING, MICHIGAN 48909

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept. of Public Health  
 3500 N. Logan St.  
 Lansing, MI 48909

2. Article Number  
(Transfer from service label)

7003 2260 0000 4109 7250

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

JEREMY HALL

C. Date of Delivery

DEC 24 2004

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No  
MAIL & DELIVERY SERVICES AGENTS ARE OF MICHIGAN

3. Service Type  
POST OFFICE BOX 30026  
LANSING, MICHIGAN 48909

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MI Dept. of Public Health  
 Division of Environmental Health  
 3423 Martin L. King, Jr. Blvd.  
 Lansing, MI 48909

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7311

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-030

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

EIDER 36567 P01125

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  NoJERRY HALL  
 UIC 9.4.2004  
 SERVICES AGENT FOR STATE OF MICHIGA

3. Service Type

 Certified Mail  Express Mail Registered  Return Receipt for Merchandise Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Wixom  
 49045 Pontiac Trail  
 Wixom, MI 48393

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7243

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

3103-30

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

E Rold

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

12/27/04

3. Service Type

 Certified Mail  Express Mail Registered  Return Receipt for Merchandise Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Oakland County Road Commission  
 31001 Lahser Rd.  
 Beverly Hills, MI 48025

2. Article Number

(Transfer from service label)

7003 2260 0000 4109 7236

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

Vicki Coe

 Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

12/27

3. Service Type

 Certified Mail  Express Mail Registered  Return Receipt for Merchandise Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

**EXHIBIT E  
EASEMENT AGREEMENT**

**EASEMENT AGREEMENT**

*[This Agreement is exempt from transfer taxes pursuant to  
MCLA 207.505(a) and 207.526(a)]*

This EASEMENT AGREEMENT (the "**Agreement**") is made this 23<sup>rd</sup> day of June, 2005, by and between AMG WIXOM, L.L.C, a Michigan limited liability company, whose address is 600 Monroe NW, Suite 104, Grand Rapids, Michigan 49503 ("**AMG**"), and BECK BUSINESS CENTER PHASE II, LLC, a Michigan limited Liability Company, and BECK OFFICE CENTER, LLC, a Michigan limited Liability Company whose address is 28221 Beck Road, Unit A-4, Wixom, Michigan 48393 hereinafter jointly ("**BECK**").

**RECITALS**

A. AMG owns certain real property located in the City of Wixom, Oakland County, Michigan, legally described and depicted on the attached **Exhibit A** (the "**AMG Property**").

B. BECK owns certain real property located in the City of Wixom, Oakland County, Michigan, legally described and depicted on the attached **Exhibit B** (the "**BECK Property**").

C. AMG desires to grant BECK a nonexclusive perpetual easement for parking on a portion of the AMG Property and BECK desires to grant AMG a nonexclusive perpetual easement for the expansion of the storm water and surface water discharge/detention and/or retention on a portion of the BECK Property.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Stormwater/Surface Water Drainage Easement. BECK hereby grants and conveys to AMG, its successors and assigns, as well as all future owners within the AMG Property, a nonexclusive perpetual easement for purposes of constructing, maintaining, repairing and replacing storm water drainage facilities, equipment and improvements, and for storm water and surface water drainage into such storm water management system on, over, across, through and under that portion of the BECK Property as approximately shown on the attached **Exhibit C** (the "**Drainage Easement Area**"). BECK further grants and conveys to AMG, its successors and assigns, as well as all future owners within the AMG Property, a nonexclusive perpetual easement on, over, across, through and under that portion of the BECK Property as shown on the attached **Exhibit C** to reach public drains within public right-of-ways.

2. Grant of Parking Easement. AMG hereby grants and conveys to BECK, its successors and assigns, a perpetual easement to use that portion of the AMG Property identified on the attached **Exhibit D** (the "**Parking Area**"). AMG shall cause the surface grade of the Parking Area to approximately equal to the adjoining grade of the BECK Property within one hundred eighty (180 ) days after execution of this agreement. The Parking Area may be used by BECK for vehicular parking purposes, and no other purpose. AMG shall not have the right to use the Parking Area for parking purposes, or any other purpose inconsistent with the rights conveyed herein to BECK.

3. Costs of Maintenance. Both Beck Property and the AMG Property shall use the Drainage Easement Area. All costs and expenses associated with maintenance, repair and replacement of storm water drainage facilities, equipment and improvements located within the Drainage Easement Area, including but not limited to:

- A. Cutting of weeds and mowing of grass not less than six times in each growing season.
- B. Removal of debris from catchments and detention basin or retention areas, including litter, branches, and other objects, which are unsightly or may clog pipe lines.
- C. Periodic inspections of the facility to ensure outlet or control pipes are not clogged and remain clear.
- D. Repair of erosion in banks, swales, berms, are general lawn areas.
- E. Repair or replacement of any component that has been broken, damaged, altered, removed or is otherwise not functioning as designed.
- F. The storm water detention pond modifications shall be constructed by AMG at its sole cost and expense consistent with any and all standards determined by the City of Wixom and the Oakland County Department of Public Services, including landscape requirements. AMG shall be solely responsible for its maintenance and repair until such time it receives its final occupancy permit. The design for the detention pond is attached as **Exhibit E**.

shall be shared by the owner or owners of the AMG Property and the BECK Property equally. Beck shall perform the Drainage Easement Area maintenance and bill AMG for its share of the same. All invoices shall be paid within 30 days after receipt and shall bear an interest rate of 1 ½ % per month until paid. In the event an attorney is retained for collection, and if BECK is the prevailing party, then AMG shall be responsible for all attorney fees incurred. AMG shall provide provisions in its Master Deed requiring all owners to be obligated to this Agreement. BECK shall, at its own cost and expense, construct, maintain, repair, replace and snowplow the surface parking improvements located on the Parking Area as necessary.

4. Obstruction. Neither party will block, close or otherwise materially interfere with the easement areas created herein, except as may be necessary during construction activities and in

emergency situations. Each party will notify the other before commencing any construction activity which may interfere with the easement areas, except in the case of emergency (in which case it shall notify the other as soon as reasonably possible after commencing the activity), and the party shall comply with the other's reasonable requests regarding that activity. Promptly after completing the activity, the party that created the interference shall, at its sole expense, restore the effected easement area to substantially the same condition as existed immediately prior to the commencement of the activity.

5. Indemnity. AMG agrees to defend, indemnify, and save harmless BECK and its respective officers, directors, agents, and employees (hereafter collectively "**BECK Related Parties**"), from and against any and all liability or claim thereof (including, but not limited to, reasonable attorney fees and costs), whether for injury to persons, including death or damage to property, which may be imposed upon, incurred by or asserted against BECK or the BECK Related Parties: (i) arising in connection with or as a direct or indirect result of any activity by AMG, its employees, agents, lessees, invitees or licensees in, on or about the Drainage Easement Area; (ii) arising out of any default by AMG under this Agreement; or (iii) arising out of any negligent act or omission to act by AMG, its agents, employees, contractors or subcontractors. The foregoing indemnity from AMG shall not extend to liability resulting from the negligence or willful misconduct of BECK, the BECK Related Parties, or Beck's contractors.

BECK agrees to defend, indemnify, and save harmless AMG and its respective officers, directors, members, agents, and employees (hereafter collectively "**AMG Related Parties**"), from and against any and all liability or claim thereof (including, but not limited to, reasonable attorney fees and costs), whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by, or asserted against AMG or the AMG Related Parties: (i) arising in connection with or as a direct or indirect result of any activity by BECK, its employees, agents, lessees, invitees or licensees in, on or about the Parking Area; (ii) arising out of any default by BECK under this Agreement; or (iii) arising out of any negligent act or omission to act by BECK, its agents, employees, contractors or subcontractors. The foregoing indemnity from BECK shall not extend to liability resulting from the negligence or willful misconduct of AMG, the AMG Related Parties, or AMG's contractors.

6. General Liability Insurance. Beck and AMG shall maintain general liability insurance covering the easement properties. Such insurance shall be in the broadest form available at commercially reasonable rates, and in commercially reasonable amounts. Each party shall provide to the other party with at least thirty (30) days' prior written notice of cancellation or material change in the insurance policy. Each party shall cause the other party to be named as additional; insured on the general liability portion of the insurance policies.

7. Appurtenant Property. The easements granted and conveyed herein shall be deemed appurtenant to and shall be used only in connection with the AMG Property and BECK Property.

8. Covenants Running With the Land. All of the provisions of this Agreement are intended to be, and shall be construed as, covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective lessees, transferees, successors and assigns. However, neither party shall have any further rights or

obligations under the terms of this Agreement from and after the date that such party transfers and conveys all of its rights and interests in its property. This Agreement may be signed in counterparts.

9. No Waiver. No waiver of any default by any party shall be implied from an omission by another party to take any action in respect to a default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Agreement shall not be deemed to be a waiver of any subsequent default of same.

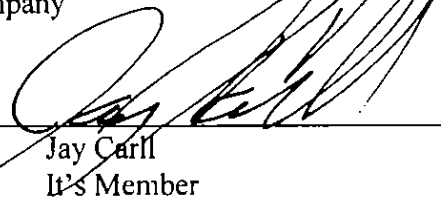
10. No Gift or Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Drainage Easement Area and/or the Parking Area to the general public or for any public purposes whatsoever, it being the intention that the easements created herein shall be strictly limited to and for the purposes expressed in this Agreement.

11. Amendments. This Agreement may not be amended, modified, rescinded, limited, or changed except by written agreement signed by the parties (or their successors and assigns). Notwithstanding the foregoing, the parties agree that to the extent that the successors of either or both of the parties are condominium associations (the "Associations"), the Associations shall be authorized to act on behalf of the individual unit owners represented by such Associations for the purposes of consenting to and executing any modification or amendment to this Agreement. AMG and BECK reserve the right to assign all of their rights and obligations under this Agreement to the Association, if any, governing their respective properties burdened by this Agreement.

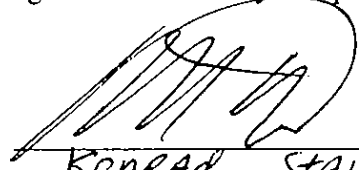
12. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.

This Agreement shall be effective as of the date first above written.

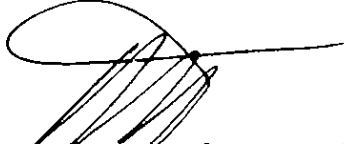
AMG WIXOM, L.L.C., a Michigan limited liability company

By  \_\_\_\_\_  
Jay Carl  
It's Member

BECK BUSINESS CENTER PHASE II, LLC, a Michigan limited liability company

By:  \_\_\_\_\_  
Konrad Stauch  
Its: MANAGING MEMBER

BECK OFFICE CENTER, LLC, a Michigan limited liability company

By:   
\_\_\_\_\_  
Konrad Stauch  
Its: managing member

Acknowledged before me in Kent County, Michigan, on June 23, 2005 by Jay Carll, a member of AMG Wixom, L.L.C., on behalf of the limited liability company.

Debra E. Pachulski  
\_\_\_\_\_  
, Notary Public  
Kent County, Michigan  
Acting in Kent County, Michigan  
My commission expires: 5-16-08

Acknowledged before me in Oakland County, Michigan, on September 16, 2005 by Konrad Stauch, the managing member of Beck Business Center Phase II, LLC, on behalf of the limited liability company.

Constance Danilowicz  
\_\_\_\_\_  
, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 2-1-08

Acknowledged before me in Oakland County, Michigan, on September 16, 2005 by Konrad Stauch, the managing member of Beck Office Center, LLC, on behalf of the limited liability company.

Constance Danilowicz  
\_\_\_\_\_  
, Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My commission expires: 2-1-08

DRAFTED BY AND WHEN  
RECORDED RETURN TO:  
Todd A. Hendricks  
Rhoades McKee  
161 Ottawa Avenue, NW, Suite 600  
Grand Rapids, Michigan 49503-2793

**Exhibit List:**

- A- AMG Property
- B- BECK Property
- C- Drainage Easement Area; Site Plan Showing Access to Public Right of Ways
- D- Parking Area
- E- Detention Pond Design

**EXHIBIT A**

**Part of the Southeast 1/4 of Section 8, Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan, described as beginning at a point distant South 00 degrees 29 minutes 55 seconds West 154.50 feet from East 1/4 corner; thence South 00 degrees 29 minutes 55 seconds West 259.00 feet; thence South 89 degrees 49 minutes 15 seconds West 1704.73 feet; thence North 02 degrees 09 minutes 00 seconds East 259.13 feet; thence North 89 degrees 49 minutes 05 seconds East 1697.30 feet to beginning.**

*Jay Ball*  
*9/16/05*

**EXHIBIT B**

**DESCRIPTION OF REAL ESTATE**

Land in the City of Wixom, Oakland County, Michigan, described as follows:

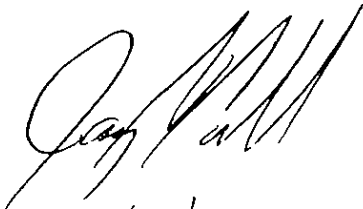
Part of the Southeast ¼ of Section 8, Town 1 North, Range 8 East, City of Wixom, Oakland County, Michigan, described as follows: Commencing at the East ¼ corner of said Section 8; thence South 00 degrees 29 minutes 55 seconds West 413.50 feet along the East line of said Section 8 to the point of beginning; thence South 89 degrees 49 minutes 18 seconds West 700.47 feet; thence South 00 degrees 10 minutes 42 seconds East 109.83 feet; thence North 89 degrees 52 minutes 08 seconds East 284.56 feet; thence South 00 degrees 00 minutes 55 seconds East 347.42 feet; thence North 89 degrees 49 minutes 05 seconds East 411.49 feet; thence North 00 degrees 29 minutes 55 seconds East 457.50 feet to the point of beginning.

Easement Parcel: Easements as created, limited and defined by Cross-Use/Easement Agreement dated May 10, 2001, recorded in Liber 23310, Page 157, Oakland County Records.

Tax Item No: 22-08-426-018

Tax Item No: 22-08-426-005

Tax Item No: 22-08-426-033

  
9/16/05

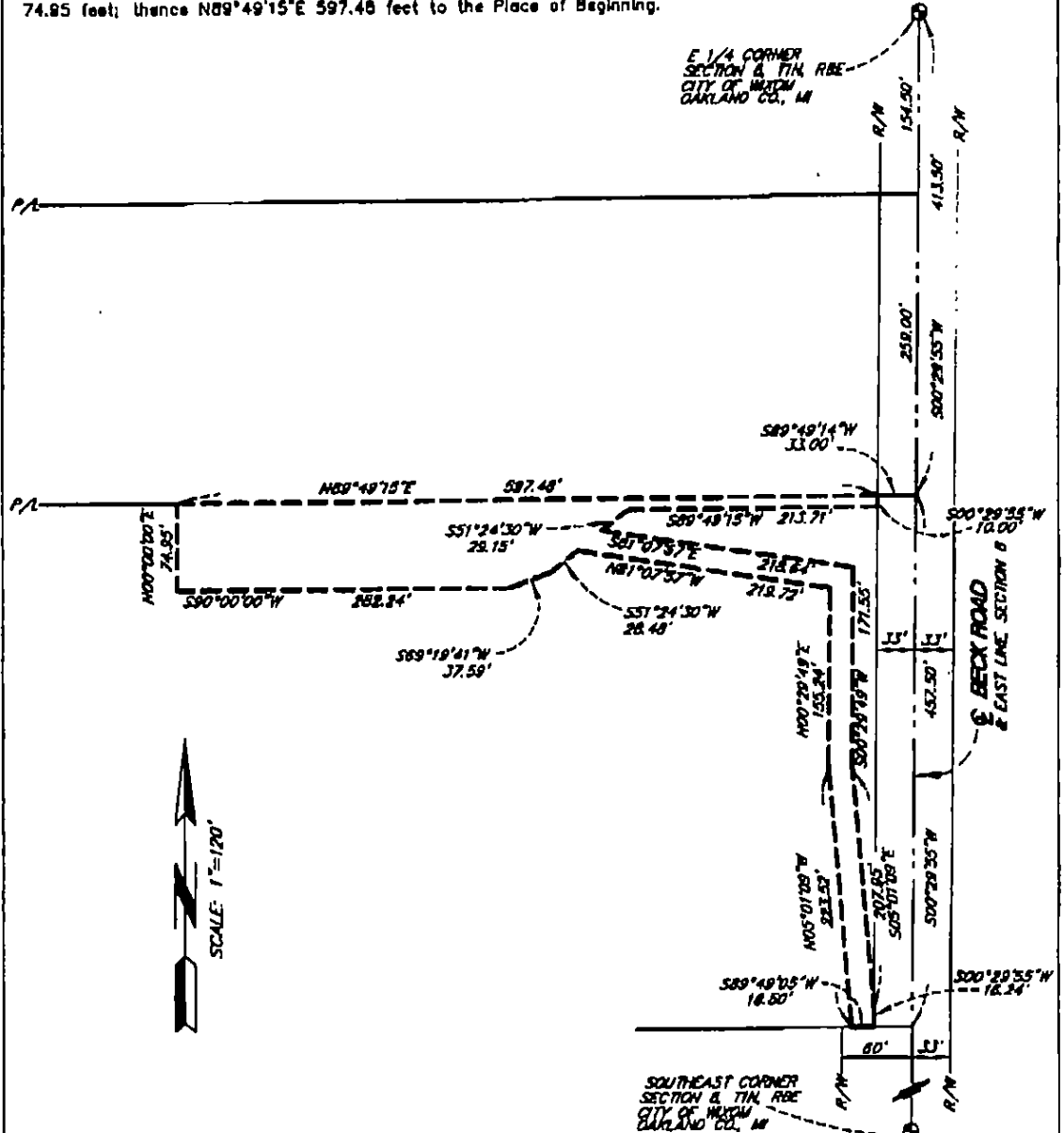
Project No. 040756-E1  
Date: June 9, 2005  
For: Jay Carl  
7101 Gladys Dr. SE.  
Grand Rapids, MI 49546

Revised: August 17, 2005  
Revised: September 13, 2005

LEGAL DESCRIPTION

STORM WATER DRAINAGE & DISCHARGE EASEMENT

Part of the Southeast 1/4 of Section 8, T14N, R8E, City of Wixom, Oakland County, Michigan, described as:  
Commencing at the East 1/4 corner of said Section 8; thence S00°29'55"W 413.50 feet along the East line of said Section 8; thence S89°49'15"W 33.00 feet to the Place of Beginning; thence S00°29'55"W 10.00 feet along the West line of Beck Road; thence S89°49'15"W 213.71 feet; thence S51°24'30"W 29.15 feet; thence S81°07'57"E 218.64 feet; thence S00°29'49"W 171.55 feet; thence S08°01'09"E 207.95 feet to the West line of Beck Road; thence S00°29'55"W 16.24 feet along the West line of Beck Road; thence S89°49'05"W 18.50 feet; thence N05°01'09"W 223.52 feet; thence N00°29'49"E 155.24 feet; thence N81°07'57"W 219.72 feet; thence S51°24'30"W 28.48 feet; thence S69°19'41"W 37.59 feet; thence S90°00'00"W 282.24 feet; thence N00°00'00"E 74.85 feet; thence N89°49'15"E 597.48 feet to the Place of Beginning.



This drawing is a sketch of survey and is for legal description purposes only. No property corners were set and no improvements were established.

LEGEND

- - IRON STAKE - SET
- - IRON FOUND
- ◻ - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- M - MEASURED DIMENSION
- C - CENTER LINE
- - FENCE LINE



3655 PLAINFIELD AVE. NE  
GRAND RAPIDS, MI 49525  
TELE (616) 361-7289  
FAX (616) 361-1822



Signature of Wallace Edward Glaza  
9/16/05  
BY *Wallace Glaza*

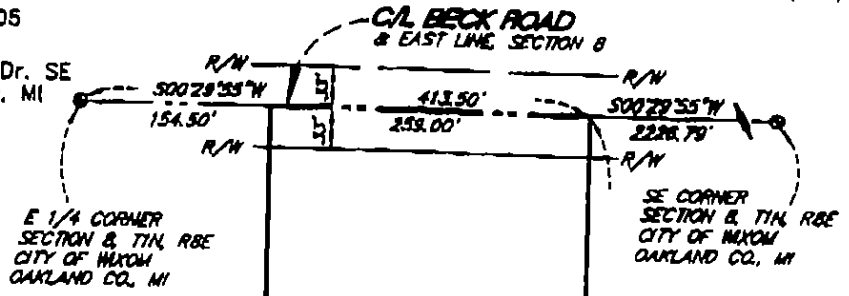
Project No. 040756-E2

EXHIBIT D

Revised: 6/27/05

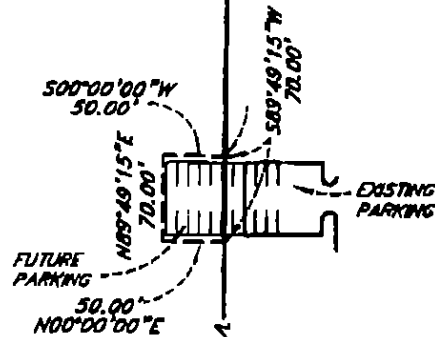
Date: June 17, 2005

For: Jay Carl  
7101 Gladys Dr. SE  
Grand Rapids, MI  
49546



LEGAL DESCRIPTION

**PARKING EASEMENT:**  
 Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as:  
 Commencing at the East 1/4 corner of said Section 8; thence S00°29'55\"W 413.50 feet along the East line of said Section 8; thence S89°49'15\"W 1002.22 feet to the Place of Beginning; thence continuing S89°49'15\"W 70.00 feet; thence N00°00'00\"E 50.00 feet; thence N89°49'15\"E 70.00 feet; thence S00°00'00\"W 50.00 feet to the Place of Beginning.



This drawing is a sketch of survey and is for legal description purposes only. No property corners were set and no improvements were established.

LEGEND

- o - IRON STAKE - SET
- - IRON FOUND
- - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- M - MEASURED DIMENSION
- C - CENTER LINE
- - FENCE LINE

**R**  
 Roosen & Associates  
 SURVEYING AND ENGINEERS



*[Signature]*  
 9/16/05  
 BY *[Signature]*

1036 PLAINFIELD AVE. #2 TEL. (616) 361-7290  
 GRAND RAPIDS, MI 49525 FAX (616) 361-1822

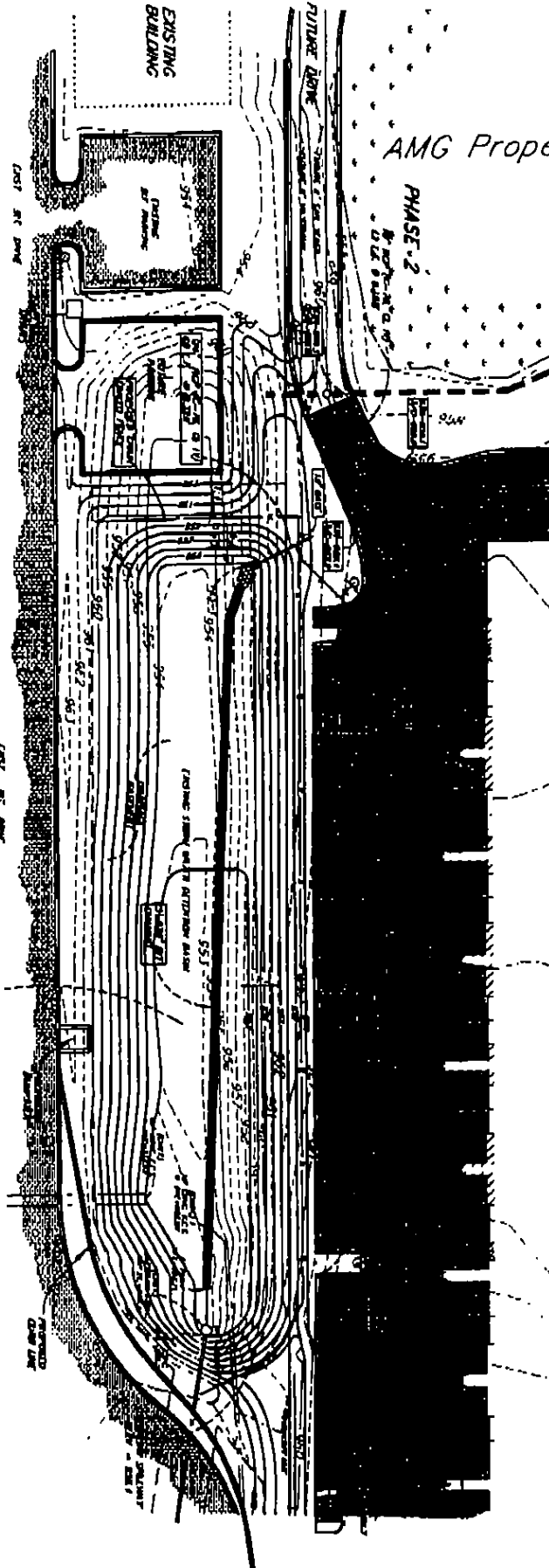
Rev. - September 13, 2005

Page 1 of 1

# EXHIBIT "E"

BECK Property

AMG Property



*Paul Kirk*  
 9/14/05

SCALE: 1"=50'



OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1802  
EXHIBIT "B" TO THE MASTER DEED OF:

CROSSROADS BUSINESS CENTER CONDOMINIUMS  
CITY OF WIXOM, OAKLAND COUNTY, MICHIGAN  
SECTION 8, TOWN 1 NORTH, RANGE 8 EAST

DEVELOPER: AMG WIXOM, L.L.C.  
600 MONROE AVENUE - SUITE 104, GRAND RAPIDS, MICHIGAN 49503

SURVEYOR: ROOSIEN & ASSOCIATES, SURVEYING AND ENGINEERING, P.L.L.C.  
5055 PLAINFIELD AVE. N.E. GRAND RAPIDS, MI 49525

DESCRIPTION OF CROSSROADS BUSINESS CENTER:

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section to the Place of Beginning; thence continuing S00°29'55"W 259.00 feet along the East line of said Section; thence S89°49'15"W 685.12 feet; thence N00°00'00"E 84.79 feet; thence N22°30'34"W 137.31 feet; thence N90°00'00"W 123.18 feet; thence N00°00'00"W 46.78 feet; thence N89°49'05"E 843.12 feet to the Place of Beginning. Subject to the road right of way for Beck Road over the East 33.0 feet thereof. Said parcel contains 4.23 acres, inclusive of right of way.

PROPOSED FUTURE DEVELOPMENT OR CONTRACTIBLE AREA:

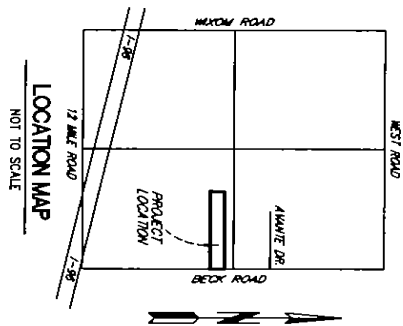
Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 843.12 feet to the Place of Beginning; thence S00°00'00"E 46.78 feet; thence S90°00'00"E 123.18 feet; thence S22°30'34"E 137.31 feet; thence S00°00'00"W 84.79 feet; thence S89°49'15"W 1039.61 feet; thence N02°00'00"E 259.13 feet; thence N89°49'05"E 854.15 feet to the Place of Beginning. Said parcel contains 5.88 acres.

27.00 FOOT WIDE CONTRACTIBLE AREA:

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 33.00 feet to the West line of Beck Road and the Place of Beginning; thence S00°29'55"W 259.01 feet along the West line of Beck Road; thence S89°49'15"W 27.00 feet; thence N00°29'55"E 259.01 feet parallel with the East line of said Section; thence N89°49'05"E 27.00 feet to the Place of Beginning. Said parcel contains 0.16 acres.

SHEET INDEX:

- SHEET NO. 1 ..... COVER SHEET
- SHEET NO. 2 ..... SITE AND SURVEY PLAN
- SHEET NO. 3 ..... PARKING PLAN
- SHEET NO. 4 ..... UTILITY AND EASEMENT PLAN
- SHEET NO. 5 ..... UTILITY AND EASEMENT PLAN
- SHEET NO. 6 ..... UTILITY AND EASEMENT PLAN
- SHEET NO. 7 ..... OVERALL SITE AND PROPOSED FUTURE DEVELOPMENT OR CONTRACTIBLE AREA PLAN
- SHEET NO. 8 ..... UNIT LAYOUT AND ELEVATION PLAN
- SHEET NO. 9 ..... UNIT ENLARGEMENT PLAN
- SHEET NO. 10 ..... UNIT ENLARGEMENT PLAN
- SHEET NO. 11 ..... ELEVATION PLAN
- SHEET NO. 12 ..... LEGAL DESCRIPTIONS



ATTENTION COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST  
BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A  
NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT  
MUST BE PROPERLY SHOWN ON THE SURVEYORS  
CERTIFICATE ON THIS SHEET.

SURVEYORS CERTIFICATE  
I, KEVIN ROOSIEN, A LICENSED LAND SURVEYOR IN THE  
STATE OF MICHIGAN HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY  
CONDOMINIUM SUBDIVISION PLAN NO. 1802 IS SHOWN ON  
THE ACCOMPANYING SURVEY PLAN REPRESENTS A SURVEY  
ON THE GROUND MADE UNDER MY DIRECTION;  
THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE  
LAND AND PROPERTY AS DESCRIBED HEREIN;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE  
SET IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED  
UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE  
LIMITS REQUIRED BY THE RULES PROMULGATED UNDER  
SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

THAT THE BASIS OF BEARING IS BASED ON A SURVEY BY LANDTECH  
DATED 12-3-03, JOB# 0344, THE EAST LINE OF SECTION OF WHICH  
BEARS S0°29'55"W

PROPOSED  
KEVIN ROOSIEN, P.S. NO. 31804  
DATE: 10/27/05



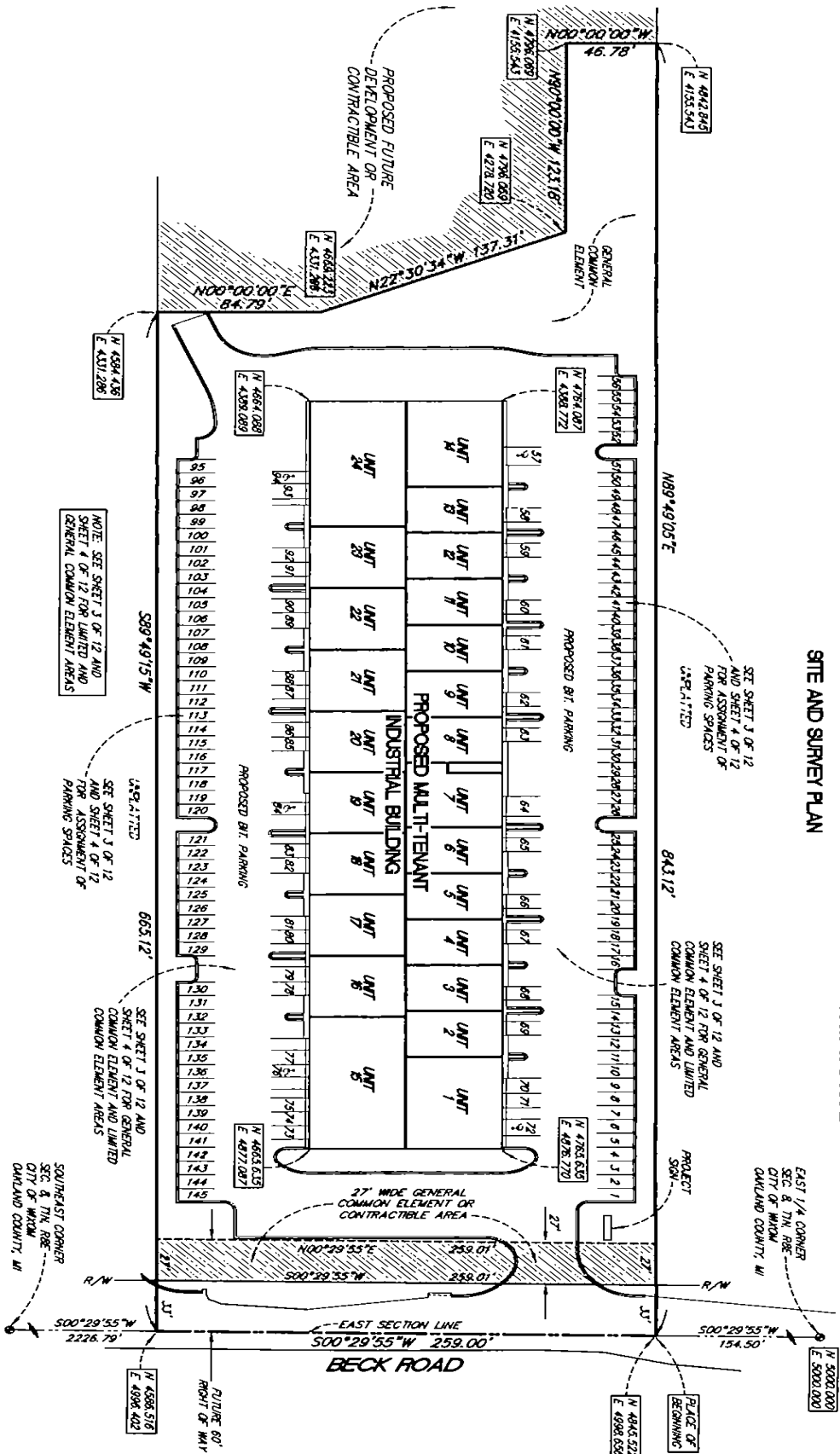
Roosien & Associates  
SURVEYING AND ENGINEERING

5055 PLAINFIELD AVE. NE  
GRAND RAPIDS, MI 49525  
TEL: (616) 961-2720  
FAX: (616) 961-1823  
E: VROOSIEN@ROOSIEN.COM

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## 912 AND SURVEY PLAN

SHEET 2 of 12



NOTE: SEE SHEET 3 OF 12 AND SHEET 4 OF 12 FOR LIMITED AND GENERAL COMMON ELEMENT AREAS

SEE SHEET 3 OF 12 AND SHEET 4 OF 12 FOR ASSIGNMENT OF PARKING SPACES

SEE SHEET 3 OF 12 AND SHEET 4 OF 12 FOR GENERAL COMMON ELEMENT AREAS

SOUTHWEST CORNER SEC. 8, T1N, R0E CITY OF WILSON OAKLAND COUNTY, MI



LEGEND

CONTRACTIBLE AREA



Roosten & Associates  
SURVEYING AND ENGINEERING

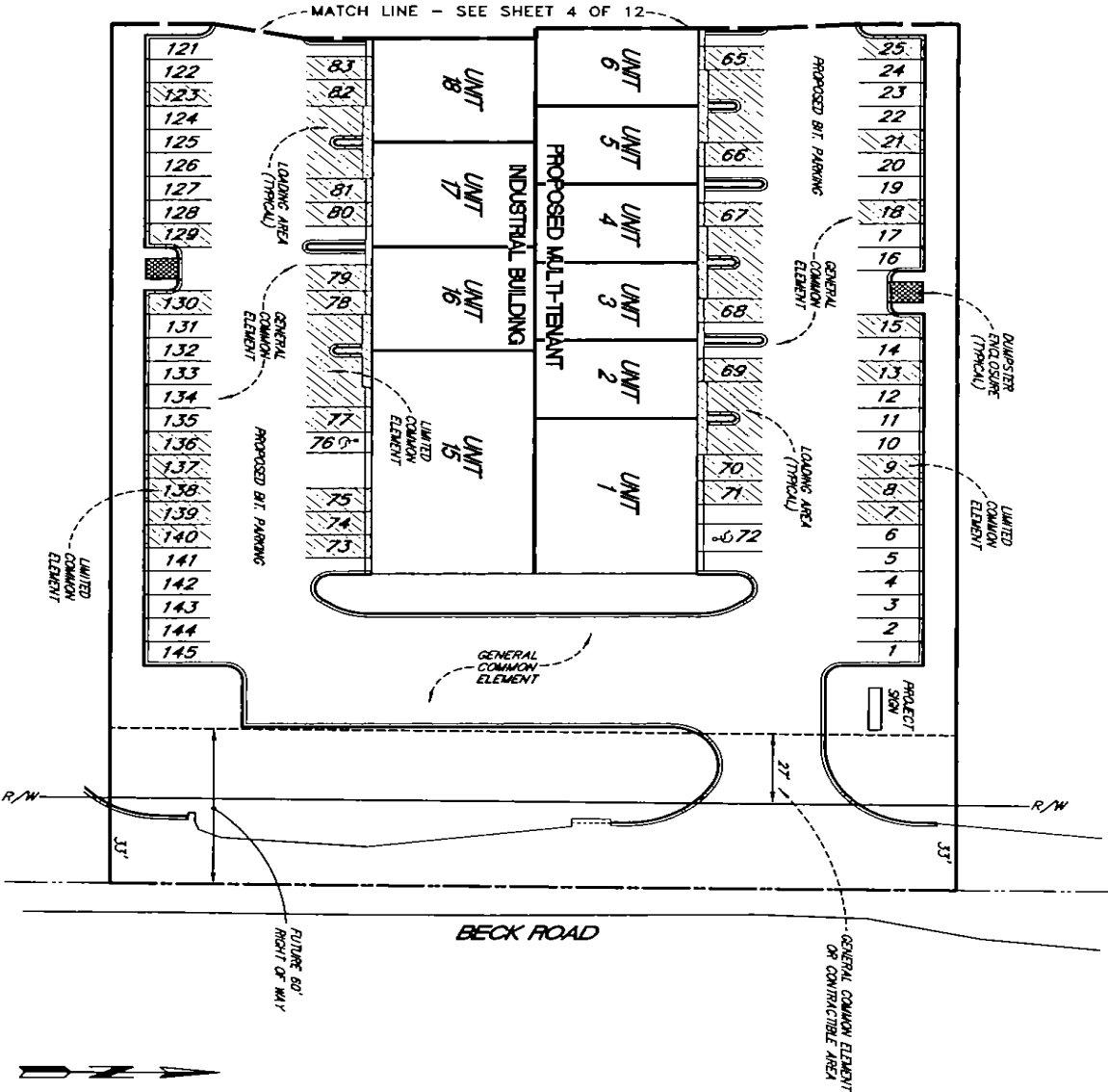
5045 PLUMFIELD AVE. NE  
GRAND RAPIDS, MI 49535  
TEL: (616) 361-7129  
FAX: (616) 361-1022  
E: 12004@ROOSTEN.COM

PROPOSED  
KEVIN ROOSTEN, P.S. NO. 31604

DATE:

10/27/05

# CROSSROADS BUSINESS CENTER CONDOMINIUMS PARKING PLAN

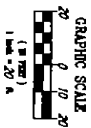


**PARKING SPACE ASSIGNMENT TABLE**

UNIT #	PARKING SPACE #
UNIT 1	74, 8, 72, 71
UNIT 2	14, 69
UNIT 3	13, 68
UNIT 4	18, 67
UNIT 5	21, 66
UNIT 6	24, 65
UNIT 7	72, 74, 75, 77, 136, 137, 138, 139, 140
UNIT 8	73, 74, 75, 76, 78, 79, 130, 131, 132, 133, 134, 135
UNIT 12	80, 81, 129
UNIT 18	82, 83, 123

GENEROUSLY RESERVES THE RIGHT TO SELL OR RENT OUT PARKING SPACES AND CONVERT THOSE SPACES FROM GENERAL COMMON ELEMENT TO LIMITED COMMON ELEMENT.

- LEGEND**
- GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - BARRIER FREE PARKING SPACE
  - 145 PARKING SPACE NUMBER



**Roosien & Associates**  
SUBDIVISION AND ENGINEERING

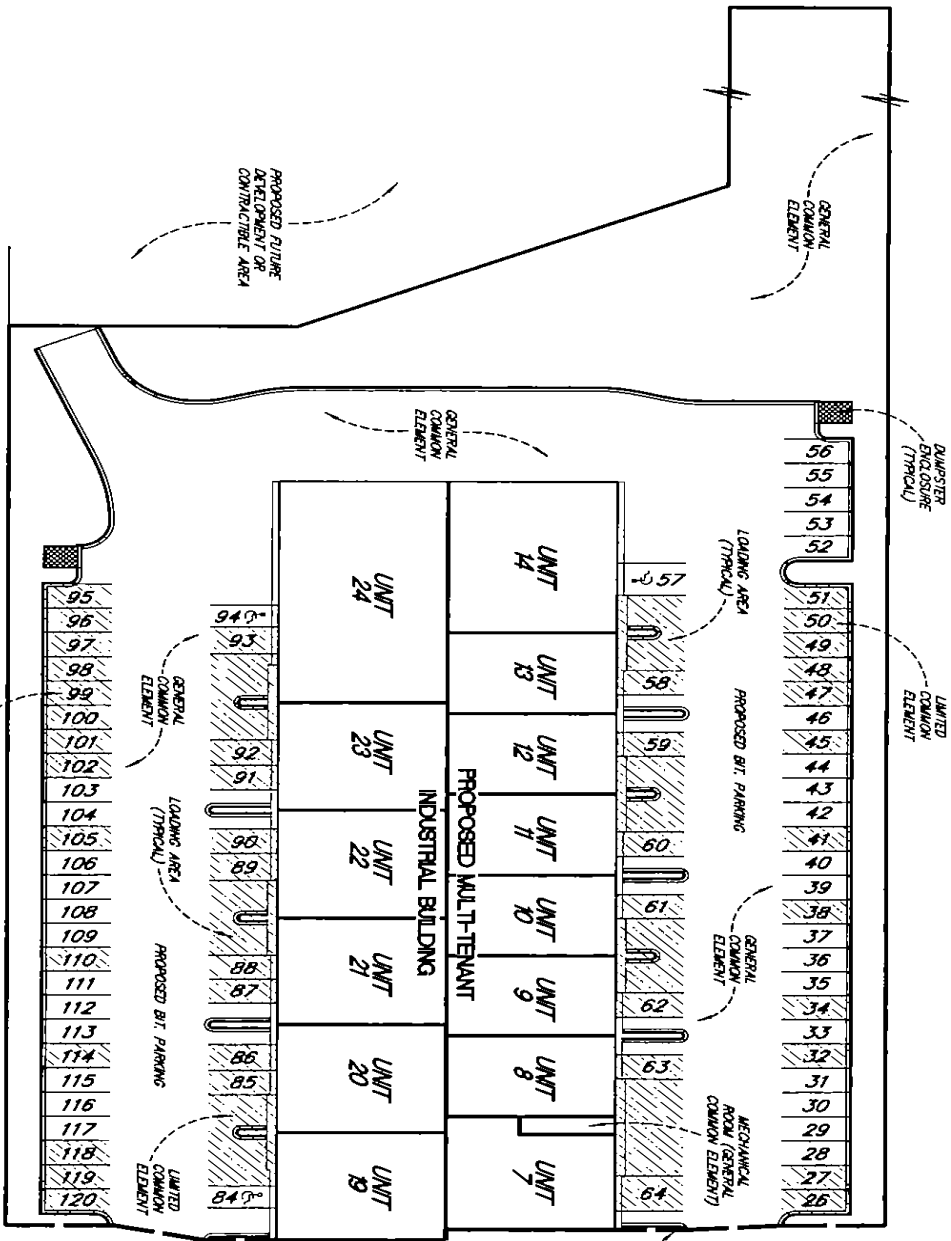
3025 B PLUMBERD AVE. NE  
SHAWNEE, OKLAHOMA 74701  
TEL: (405) 241-7720  
FAX: (405) 241-1872

PROPOSED  
KEVIN ROOSIEN, P.S. NO. 31694

DATE: 10/27/05

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## PARKING PLAN



MATCH LINE - SEE SHEET 3 OF 12

PARKING SPACE ASSIGNMENT TABLE

UNIT #	PARKING SPACE #
UNIT 7	26, 27, 64
UNIT 8	32, 63
UNIT 9	34, 62
UNIT 10	38, 61
UNIT 11	41, 60
UNIT 12	44, 59
UNIT 13	47, 58
UNIT 14	48, 49, 50, 51
UNIT 19	118, 119, 120
UNIT 20	85, 86, 114
UNIT 21	87, 88, 110
UNIT 22	89, 90, 105
UNIT 23	91, 92, 102
UNIT 24	93, 94, 95, 97, 98, 99, 100, 101, 102, 103

DEVELOPER RESERVES THE RIGHT TO SELL 10 PARKING SPACES AND CONVERT THOSE SPACES FROM GENERAL COMMON ELEMENT TO LIMITED COMMON ELEMENT.

**LEGEND**

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- BARRIER FREE PARKING SPACE
- 145 PARKING SPACE NUMBER

**Roosien & Associates**  
SURVEYING AND ENGINEERING

2025 PARKING AVE. NE  
GRAND SPACES, SUITE 4025  
FAYETTEVILLE, MS 38875

PROPOSED BY  
KEVIN ROOSIEN, P.S. NO. 31604

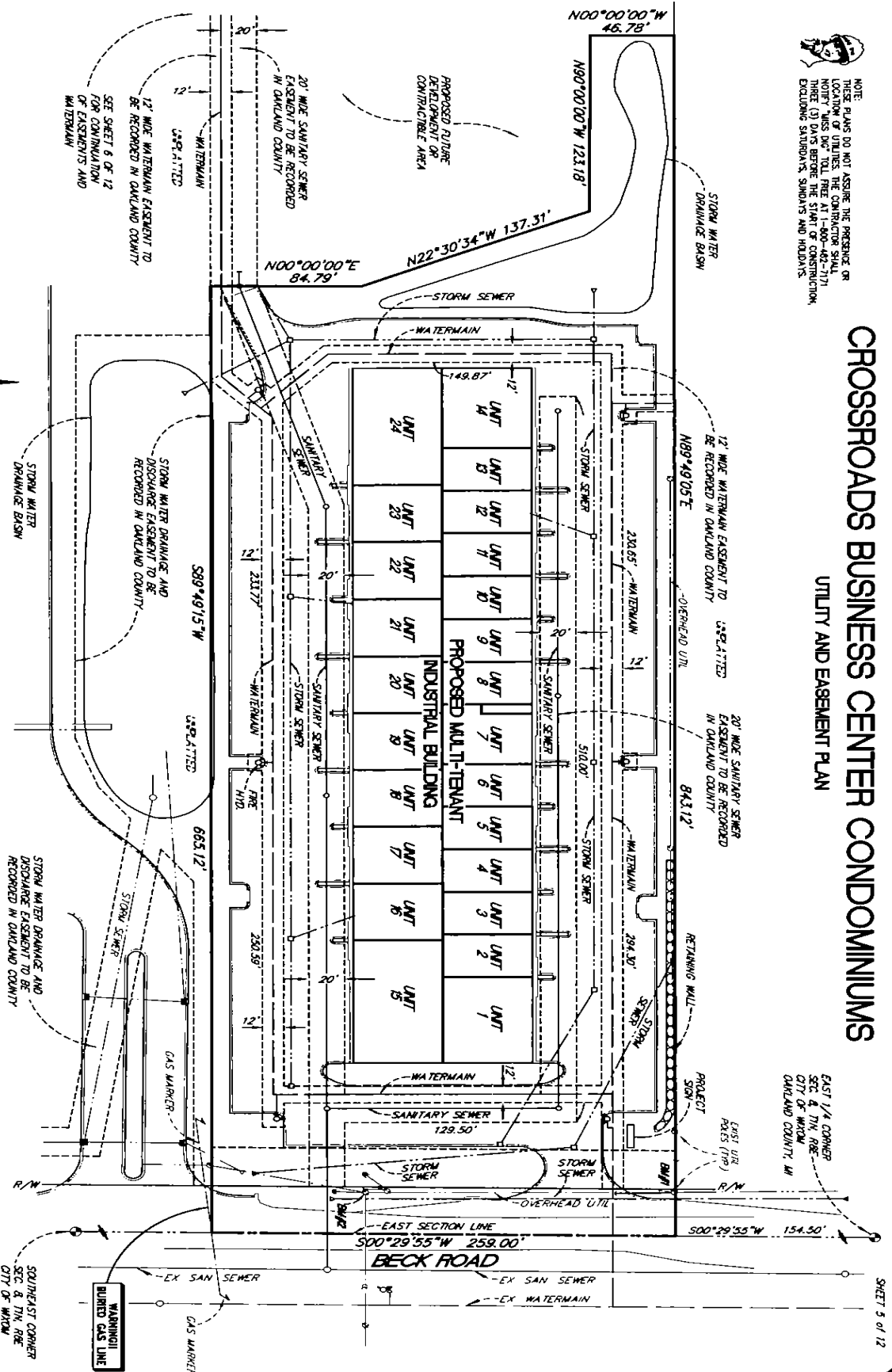
DATE: 10/27/05



NOTE: THESE PLANS DO NOT ASSURE THE PRESENCE OR LOCATION OF UTILITIES. THE CONTRACTOR SHALL NOTIFY "MISS DIG" TOLL FREE AT 1-800-482-7171 THREE (3) DAYS BEFORE THE START OF CONSTRUCTION, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS.

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## UTILITY AND EASEMENT PLAN



**LEGEND**

--- UTILITY EASEMENT  
 --- STORM SEWER  
 --- SANITARY SEWER  
 --- WATERMAIN

ELECTRIC, TELEPHONE, AND GAS UTILITIES ARE MUST BE BUILT ITEMS  
 STORM WATER MANAGEMENT SYSTEM IS A MUST BE BUILT ITEM  
 SANITARY SEWER AND WATERMAIN UTILITIES ARE MUST BE BUILT ITEMS  
 UNITS 1-24, INCLUDING, ARE MUST BE BUILT ITEMS

**Roosien & Associates**  
 SURVEYING AND ENGINEERING

4654 PARKFIELD AVE. #2  
 GRAND RAPIDS, MI 49508  
 TEL: (616) 341-3700  
 FAX: (616) 341-1822  
 F: (616) 341-1822

PROPOSED  
 KEVIN ROOSEN, P.S. NO. 31604

DATE: 10/27/05

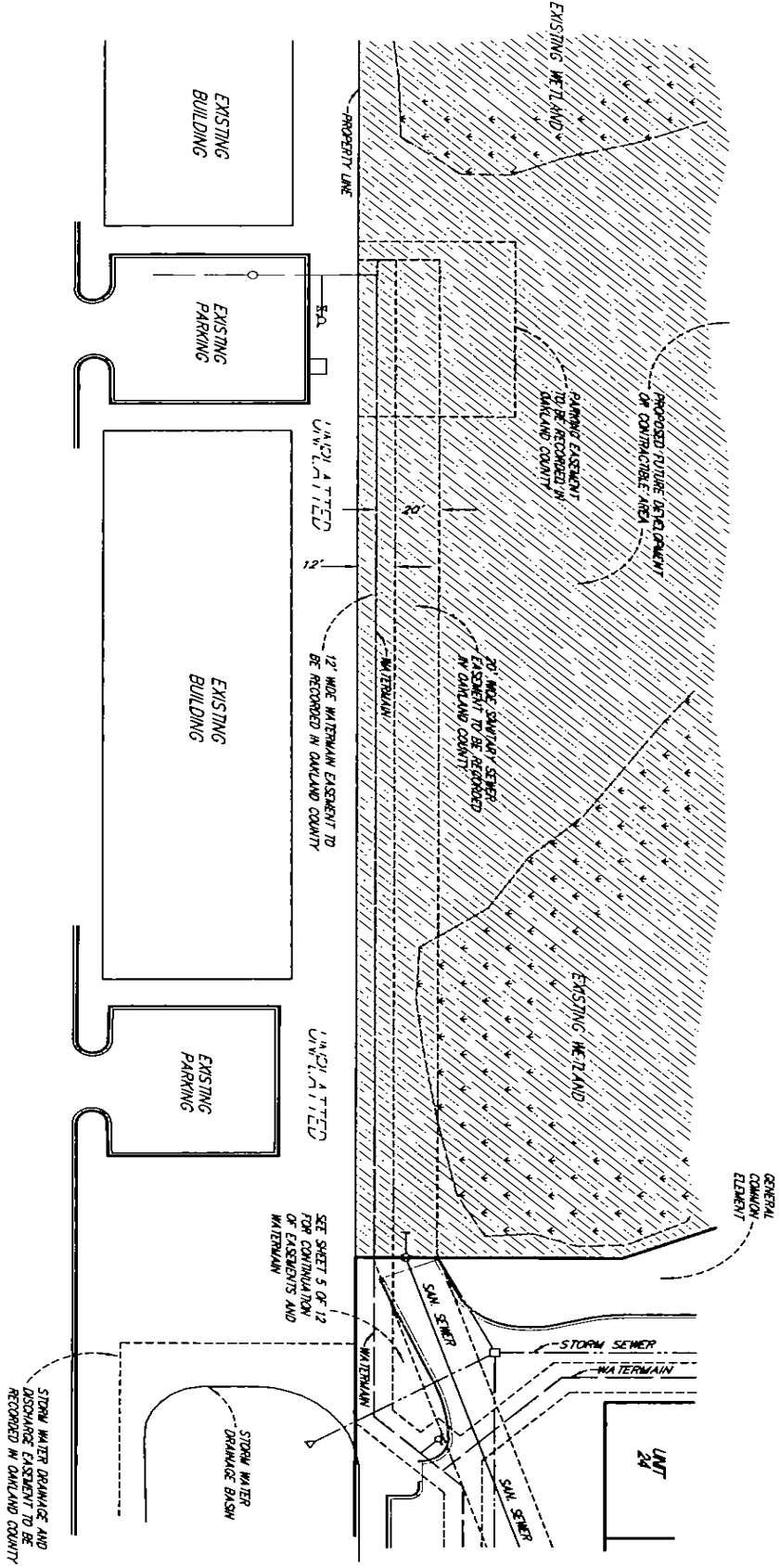


NOTE: THESE PLANS DO NOT ASSURE THE PRESENCE OR LOCATION OF UTILITIES. THE CONTRACTOR SHALL NOTIFY "MUS D&E" TOLL FREE AT 1-800-482-7171 THREE (3) DAYS BEFORE THE START OF CONSTRUCTION, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS.

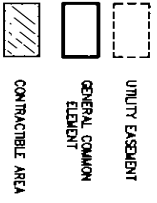
# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## UTILITY AND EASEMENT PLAN

SHEET 6 of 12



WETLAND BOUNDARY WAS PROVIDED BY: METLAND TECH - CIVIL ENGINEERING, SURVEYING, PLANNING 29000 KINSEY ROAD, SUITE 120, SOUTHFIELD, MI 48034 SURVEY DATED 12-3-03, PROJECT NO. 0364

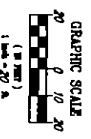


**LEGEND**

UTILITY EASEMENT  
 GENERAL COMMON ELEMENT  
 CONTRACTIBLE AREA

ELECTRIC, TELEPHONE, AND GAS UTILITIES ARE MUST BE BUILT TRENCHES  
 STORM WATER MANAGEMENT SYSTEM IS A MUST BE BUILT TRENCH  
 SANITARY SEWER AND WATERMAIN UTILITIES ARE MUST BE BUILT TRENCHES

--- STORM SEWER  
 --- SANITARY SEWER  
 --- WATERMAIN



**Roosien & Associates**  
 SURVEYING AND ENGINEERING

3028 PLANTING AVE. NE TLE (616) 361-7220  
 OAKLAND HILLS, MI 48023 FAX (616) 361-1822  
 F: (313) 460-0300

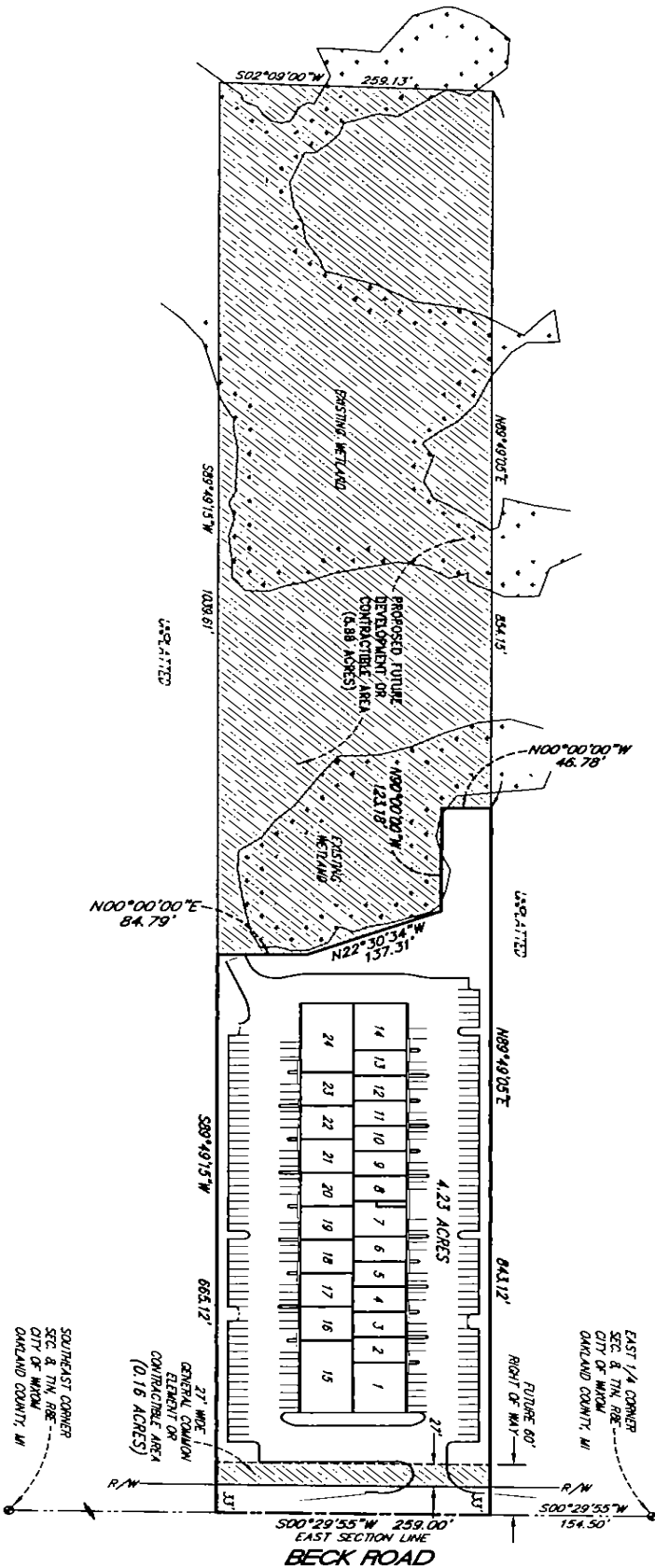
PROPOSED  
 KEVIN ROOSIEN, P.E. NO. 31604

*Kevin Leggin*  
 DATE: 10/27/05

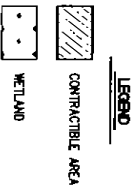
# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## OVERALL SITE AND PROPOSED FUTURE DEVELOPMENT OR CONTRACTIBLE AREA PLAN

SHEET 7 of 12



WETLAND BOUNDARY WAS PROVIDED BY:  
 LANDTECH - CIVIL ENGINEERING, SURVEYING, PLANNING  
 29900 INKSTER ROAD, SUITE 120, SOUTHFIELD, MI 48034  
 SURVEY DATED 12-3-03, PROJECT NO. 0384



**Roosien & Associates**  
 SURVEYING AND ENGINEERING

3005 PLUMFIELD AVE. NE TEL: (616) 361-7120  
 GRAND RAPIDS, MI 49515 FAX: (616) 361-1022  
 F:\A004\A007562\DWG

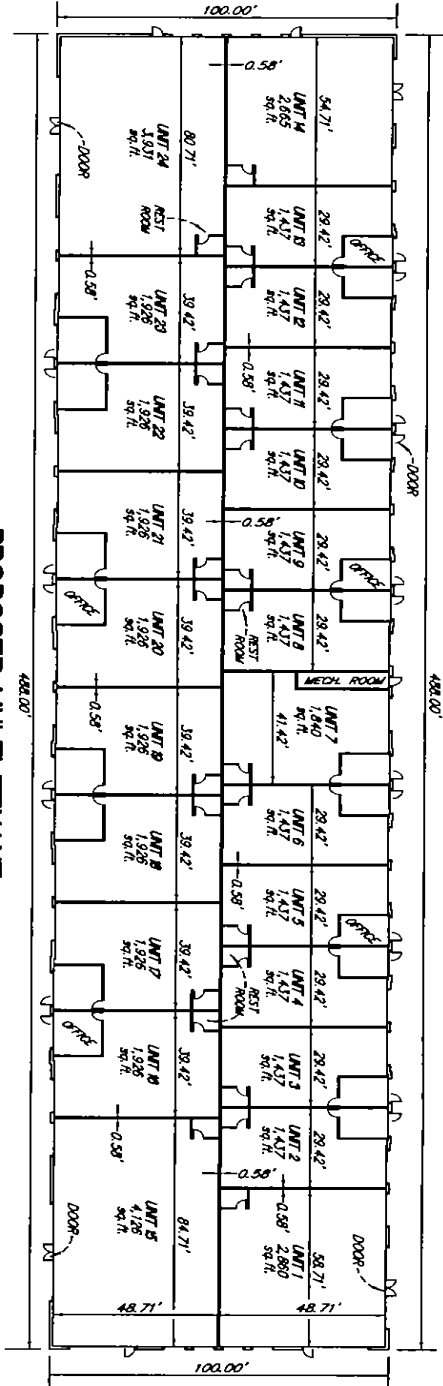
PROPOSED  
 KEVIN ROOSIEN, P.E. NO. 31604

DATE: 10/6/16

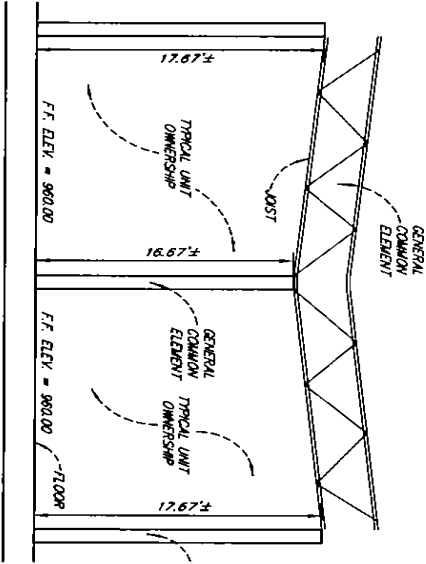
BENCHMARK #1 ELEV. = 958.02'  
 P.K. NAIL IN N.E. SIDE OF P. POLE  
 LOCATED 30' WEST OF THE NE  
 PROPERTY CORNER  
 BENCHMARK #2 ELEV. = 957.23 (HELD)  
 P.K. NAIL IN E. FACE OF UTILITY POLE  
 LOCATED AT STA. 34+12 BECK ROAD  
 27' LEFT. (NAYD 88)

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

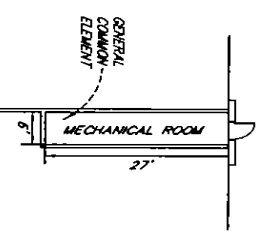
## UNIT LAYOUT AND ELEVATION PLAN



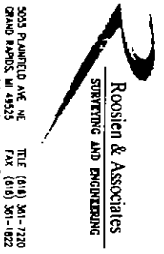
### PROPOSED MULTI-TENANT INDUSTRIAL BUILDING



TYPICAL UNIT ELEVATION  
 NOT TO SCALE



MECHANICAL ROOM ENLARGEMENT  
 NOT TO SCALE



ARCHITECTURAL DRAWINGS BY:  
 G.A.V. & ASSOCIATES INC.  
 31471 NORTHWESTERN HWY.  
 SUITE #2, FARMINGTON HILLS,  
 MICHIGAN 48334

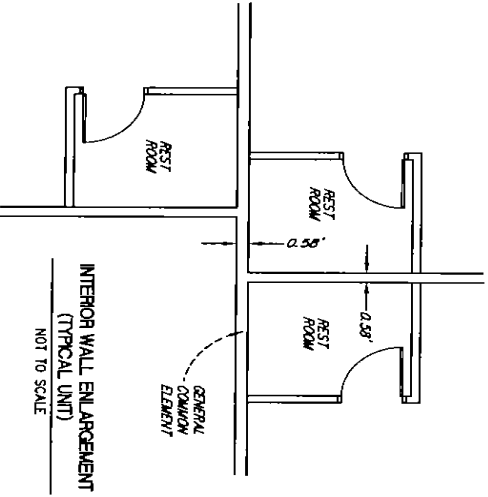
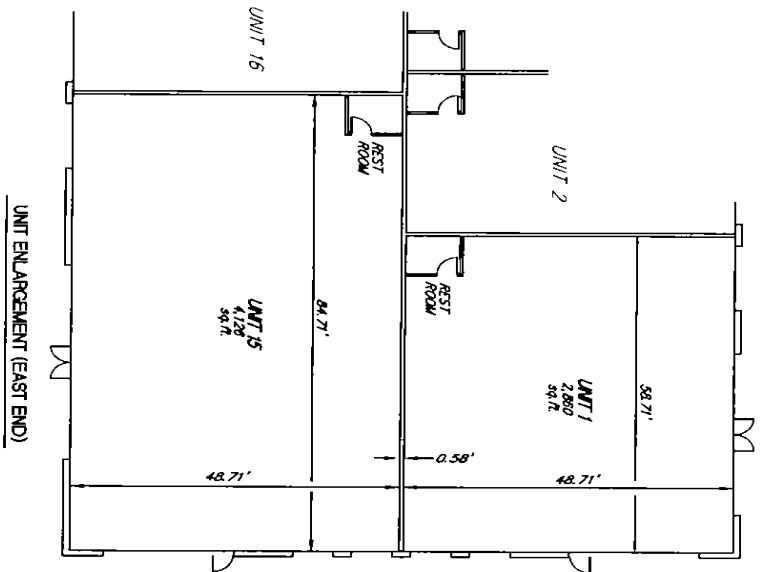
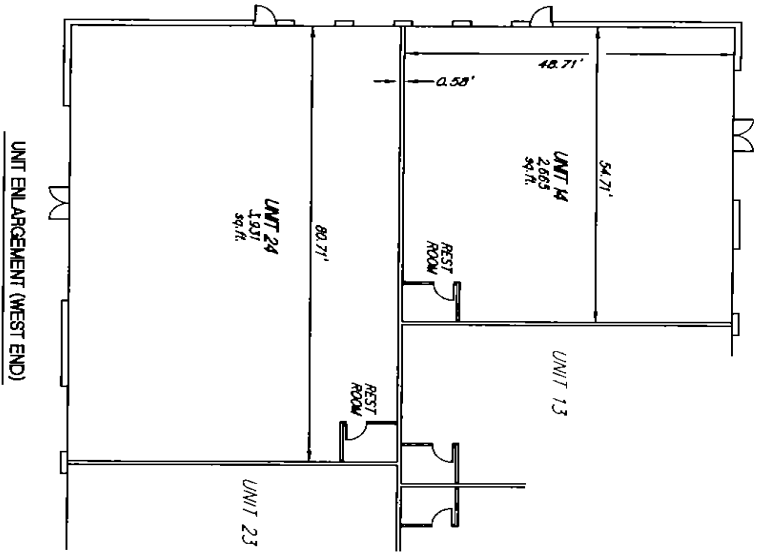
2025 PLYMOUTH AVE. NE  
 GRAND RAPIDS, MI 49503  
 T 1-269-400-9200  
 F 1-269-400-9200  
 TEL (616) 341-2720  
 FAX (616) 301-1822

PROPOSED  
 KEVIN ROOSTEN, P.E. NO. 31604

*Kevin Roosten*  
 10/27/05  
 DATE

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## UNIT ENLARGEMENT PLAN



ARCHITECTURAL DRAWINGS BY  
C.A.V. & ASSOCIATES, INC.  
31471 NORTHWESTERN HWY.  
SUITE #2, FARMINGTON HILLS,  
MICHIGAN 48334



**Roosten & Associates**  
SUPERVISING AND ENGINEERING

5000 PLUMBED AVE. NE  
GRAND RAPIDS, MI 49503 TEL: (616) 361-7220  
13000 GRAND RAPIDS HWY. S.W. TEL: (616) 361-1022  
FAX: (616) 361-1022

PROPOSED  
KEVIN ROOSEN, P.S. NO. 31604

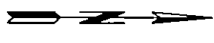
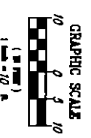
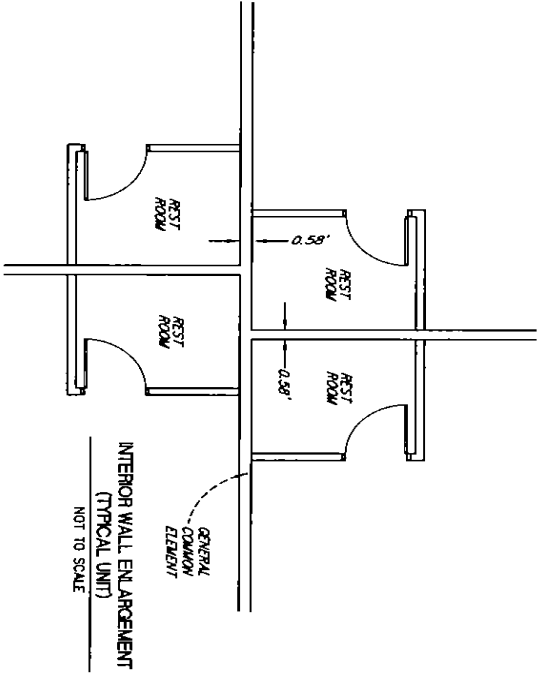
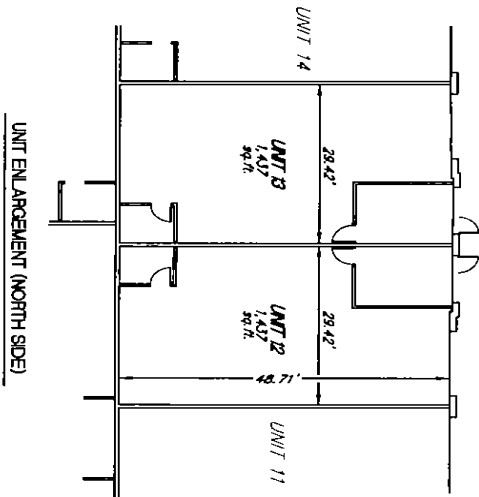
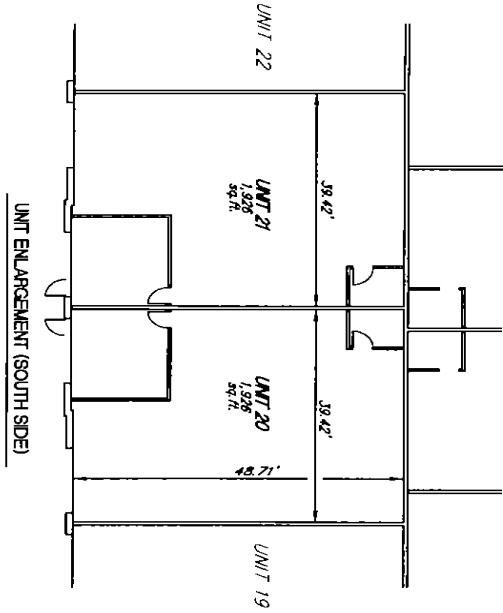
DATE:

*Kevin Roosen* 10/27/05

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## UNIT ENLARGEMENT PLAN

SHEET 10 OF 12



ARCHITECTURAL DRAWINGS BY:  
G.A.V. & ASSOCIATES, INC.  
31471 NORTHWESTERN HWY.  
SUITE #2, FARMINGTON HILLS,  
MICHIGAN 48334

**Roosien & Associates**  
SURVEYING AND ENGINEERING

2000 BARNFIELD AVE. SE  
GRAND RAPIDS, MI 49503  
TEL: (616) 961-3333  
FAX: (616) 961-1822  
F: 1000V4000@roosien.com

PROPOSED  
KEVIN ROOSIEN, P.S. NO. 31604  
DATE: 10/27/05

# CROSSROADS BUSINESS CENTER CONDOMINIUMS ELEVATION PLAN



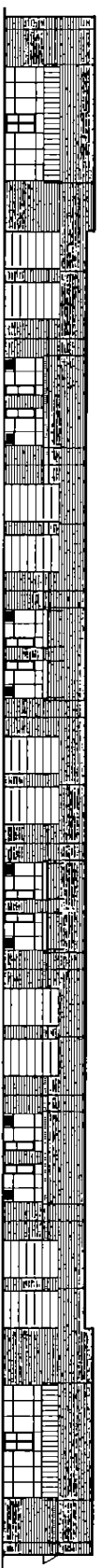
NORTH ELEVATION  
NOT TO SCALE



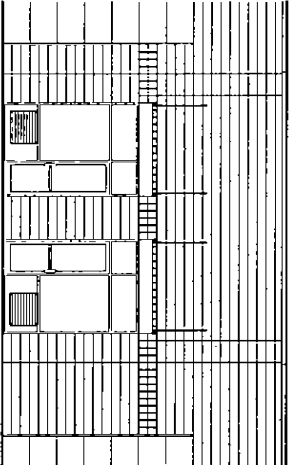
WEST ELEVATION  
NOT TO SCALE



EAST ELEVATION  
NOT TO SCALE



SOUTH ELEVATION  
NOT TO SCALE



NORTH ELEVATION ENLARGEMENT  
NOT TO SCALE

ARCHITECTURAL DRAWINGS BY:  
C.A.V. & ASSOCIATES, INC.  
31471 NORTHWESTERN HWY.  
SUITE #2 FARMINGTON HILLS  
MICHIGAN 48334



5035 PLUMFIELD AVE. NE  
GRAND RAPIDS, MI 49525  
TEL: (616) 361-7220  
FAX: (616) 361-1822  
E-MAIL: INFO@ROOSTIEN.COM

PROPOSED  
*Kenn Roostien*  
KENN ROOSTIEN, P.S. NO. 31604  
DATE: 10/23/05

# CROSSROADS BUSINESS CENTER CONDOMINIUMS

## LEGAL DESCRIPTIONS

### PARKING EASEMENT:

Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section 8; thence S00°29'55"W 413.50 feet along the East line of said Section 8; thence S89°49'15"W 1002.22 feet to the Place of Beginning; thence continuing S89°49'15"W 70.00 feet; thence N00°00'00"E 50.00 feet; thence S89°49'15"E 70.00 feet; thence S00°00'00"W 50.00 feet to the Place of Beginning.

### STORM WATER DRAINAGE & DISCHARGE EASEMENT


Part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section 8; thence S00°29'55"W 413.50 feet along the East line of said Section 8; thence S89°49'15"W 33.00 feet to the Place of Beginning; thence S00°29'55"W 10.00 feet along the West line of Beck Road; thence S89°49'15"W 213.71 feet; thence S51°24'30"W 29.15 feet; thence S81°07'57"E 218.64 feet; thence S00°29'49"W 171.55 feet; thence S05°01'09"E 207.95 feet to the West line of Beck Road; thence S00°29'55"W 16.24 feet along the West line of Beck Road; thence S89°49'05"W 18.50 feet; thence N05°01'09"W 223.52 feet; thence N00°29'49"E 155.24 feet; thence N81°07'57"W 219.72 feet; thence S51°24'30"W 28.48 feet; thence S89°19'41"W 37.59 feet; thence S90°00'00"W 282.24 feet; thence N00°00'00"E 74.95 feet; thence N89°49'15"E 597.49 feet to the Place of Beginning.

### SANITARY SEWER EASEMENT:

A Sanitary Sewer Easement in part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 339.00 feet along the East line of said Section; thence S89°49'12"W 33.00 feet to the West line of Beck Road and the Place of Beginning of said easement; thence S89°49'12"W 44.96 feet; thence N00°10'48"W 129.50 feet; thence S89°49'12"W 510.00 feet; thence S00°10'48"E 20.00 feet; thence N89°49'12"E 490.00 feet; thence S00°10'48"E 109.50 feet; thence S89°49'12"W 414.87 feet; thence S72°26'24"W 162.27 feet; thence S89°49'20"W 398.19 feet; thence S00°10'40"E 20.00 feet; thence N89°49'20"E 401.25 feet; thence N72°26'24"E 162.27 feet; thence N89°49'12"E 476.33 feet; thence N00°29'55"E 20.00 feet along the West line of Beck Road to the Place of Beginning of said easement.

### WATERMAIN EASEMENT:

A Watermain Easement in part of the Southeast 1/4 of Section 8, T1N, R8E, City of Wixom, Oakland County, Michigan, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 33.00 feet to the West line of Beck Road; thence S00°29'55"W 29.00 feet along the West line of Beck Road to the Place of Beginning of said easement; thence continuing S00°29'55"W 12.00 feet along the West line of Beck Road; thence S89°49'06"W 60.65 feet; thence S00°10'54"E 177.50 feet; thence N89°49'06"E 17.09 feet; thence S00°10'54"E 12.00 feet; thence S89°49'06"W 250.59 feet; thence S00°07'28"E 8.00 feet; thence S89°49'06"W 12.00 feet; thence N00°07'28"W 8.00 feet; thence S89°49'06"W 233.77 feet; thence S44°49'14"W 40.27 feet; thence S89°49'15"W 465.98 feet; thence N00°10'46"W 12.00 feet; thence N89°49'15"E 461.01 feet; thence N44°49'14"E 12.50 feet; thence N45°19'08"W 8.17 feet; thence N45°38'52"E 10.04 feet; thence N45°10'46"W 41.94 feet; thence N00°10'54"W 166.84 feet; thence N89°49'06"E 35.00 feet; thence N00°10'54"W 29.00 feet; thence N89°49'05"E 12.00 feet; thence S00°10'54"E 21.09 feet; thence N89°49'06"E 8.87 feet; thence S00°00'00"W 7.91 feet; thence N89°49'06"E 230.65 feet; thence N00°00'00"E 8.00 feet; thence S90°00'00"E 12.00 feet; thence S00°00'00"W 8.00 feet; thence N89°49'06"E 294.30 feet to the Place of Beginning, EXCEPT that part thereof, described as: Commencing at the East 1/4 corner of said Section; thence S00°29'55"W 154.50 feet along the East line of said Section; thence S89°49'05"W 33.00 feet to the West line of Beck Road; thence S00°29'55"W 41.00 feet along the West line of Beck Road; thence S89°49'06"W 72.65 feet to the Place of Beginning; thence S00°10'54"E 177.50 feet; thence S89°49'06"W 480.37 feet; thence N45°10'46"W 39.07 feet; thence N00°10'54"W 149.87 feet; thence N89°49'06"E 508.00 feet to the Place of Beginning.




**Roosten & Associates**  
SURVEYING AND ENGINEERING

5605 PLUMBED AVE. NE  
GRAND RAPIDS, MI 49535  
F:\2006\0409260727.mxd

TEL: (616) 361-7720  
FAX: (616) 361-8272

*Kevin Roosten* 10/27/05  
DATE:



PROPOSED  
KEVIN ROOSTEN, P.S. NO. 31604