

MASTER DEED

LINDEN OAKS

This Master Deed is made and executed on this 8th day of May, 1998, by CRD Development, L.C., a Michigan limited liability company, (hereinafter referred to as "Developer"), the address of which is 11661 Parkin Lane, Fenton, MI 48430, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act, and copies of the detailed plans and specifications for the Project have been filed in the offices of Argentine Township.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Linden Oaks as a Condominium Project under the Act and does declare that Linden Oaks (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Linden Oaks, Genesee County Condominium Subdivision Plan No. 210. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

44431

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

01-14-200-017 (97)

fr 01-14-200-012 (96)

fr 01-14-200-001

see Large Records

David T. Kildan 6/3/98

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

A parcel of land located in the West 1/2 of the Northeast 1/4 and the east 1/2 of the northwest 1/4 of Section 14, Township 5 north, range 5 east, Argentine Township, Genesee County, Michigan, described as follows: Commencing at the North 1/4 corner of Section 14; thence North 89°54'43" west along the north line of Section 14 a distance of 208.00 feet to the point of beginning of this description; thence south 03°01'41" east parallel with the north and south 1/4 line of Section 14 a distance of 208.00 feet; thence south 89°54'43" east parallel with said north line of section 14 a distance of 208.00 feet to a point on said north and south 1/4 line of section 14; thence south 03°01'41" east along said north and south 1/4 line 92.00 feet; thence S89°54'43"E 281.33; thence south 00°38'27" east 2353.38 feet to a point on the east and west 1/4 line of Section 14; thence along said east and west 1/4 line south 89°54'42" West 183.12 feet to the center of Section 14; thence continuing along said east and west 1/4 line south 89°47'18" west 649.13 feet; thence north 02°58'07" west 2660.05 feet to a point on said north line of Section 14; thence south 89°54'43" east along said north line 438.54 feet to point of beginning. Containing 51.99 acres more or less.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the rules and regulations of the Linden Oaks Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Linden Oaks as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978 as amended.

**Section 2. Association.** "Association" means the Linden Oaks Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 4. Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

**Section 5. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 6. Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above (and any additions thereto by subsequent amendment of this Master Deed), all improvements and structures thereon, and all easements, rights and appurtenances belonging to Linden Oaks as described above.

**Section 7. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Linden Oaks, as a Condominium Project established in conformity with the Act.

**Section 8. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 9. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner". A land contract purchaser of a condominium unit shall be considered the co-owner, provided: (1) an executed copy of the land contract has been filed with the Association, and (2) the land contract purchaser is not declared in default of the land contract pursuant to a written notice of default sent by the land contract seller and copied to the Association.

**Section 10. Developer.** "Developer" means CRD Development L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

**Section 11. Development and Sales Period.** "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project.

**Section 12. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are entitled to vote for the election of Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

**Section 13. Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes, which may be cast by eligible Co-owners unaffiliated with the Developer, exceed the votes which may be cast by the Developer.

**Section 14. Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Linden Oaks as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Developer will only pay regular assessments after the first annual meeting for completed units owned by Developer.

## IX - RESTRICTIONS

Article VI of the By-Laws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

1. No condominium unit in the condominium project may be used for other than a single-family residential purpose.
2. The Developer shall have certain architectural control power over proposed dwellings to be built.
3. No co-owner shall have any unreasonably noisy activity or dangerous activity.
4. Only personal transportation vehicles are permitted in the project. Equipment such as motorcycles, motorbikes, all-terrain vehicles, snowmobiles, ski-mobiles or boats shall be permitted to the extent provided in the Association's Rules and Regulations.
5. Only household pets may be kept in the units, and pets may not run loose.
6. The common elements may not be used for storage of any kind by any co-owner except where the common elements are specifically so intended.
7. The common elements may not be obstructed in any way.
8. No co-owner shall use, or permit to be used, any dangerous weapons on the condominium premises.
9. No signs may be used on the premises (but not including "For Sale" signs).
10. Transportation vehicles may, at the Association's discretion, only be washed in specific limited areas.
11. Pools, inground or above-ground, may only be installed with prior written consent of Developer.
12. The Association may impose reasonable regulations in addition to the restrictions in the Condominium By-Laws.
13. The Association must have access to each unit during reasonable working hours for the maintenance, repair and replacement of the common elements.

appurtenant to each Unit and the appurtenant limited common elements shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of the improvements within Units and setback areas, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted rules and regulations.

(ii) **Utility Services.** All costs of electricity, natural gas, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor. Further, in the event that, in the future, it shall be required by a public authority or public authorities to install public water mains to serve the Units in the Condominium, then the collective costs assessable to the Condominium Premises as a whole of installation of such mains shall be borne by the Co-owners.

(b) **Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units or within the Limited Common Elements appurtenant thereto. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenant Limited Common Elements as it may deem appropriate and as the Co-owners may unanimously agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

**Section 4. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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 any telecommunications facilities, 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. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units and their Limited Common Element setback areas. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units and their respective Limited Common Element setback areas.

**Section 5. Use of Units and Common Elements.** No Co-owner shall use his 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 Unit or the Common Elements.

**ARTICLE V****UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE**

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this Paragraph with reference to the Condominium Subdivision Plan of Linden Oaks as prepared by Trans Environmental Engineers, Inc., G-3304 B Corunna Road, Flint, MI 48532, and attached hereto as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

**Section 2. Percentages of Value.** The percentage of value assigned to each Unit shall be equal. The percentages of value were computed on the basis of the expected comparable usage of the roadway and common characteristics of the units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

**ARTICLE VI****EASEMENTS**

**Section 1. Easement for Utilities.** There shall be utility easements for gas, electricity, telephone, sanitary sewer lines and storm drains as set forth on Exhibit B hereto. There shall be easements to, through and over those portions of the land (including all Units and their Limited Common Element setback areas), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

**Section 2. Easements Retained by Developer.**

(a) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be equitably borne by the co-owners of this Condominium.

(b) **Abandonment of Water Supply Systems and Septic Systems.** At the time of the recording of this Master Deed, public water and sewer system service were not available to the Condominium. In the event that public water and/or sewer facilities are made available to the Condominium at some time in the future, all water wells and/or septic systems installed by Co-owners shall be abandoned within one year after the public water or sewer is available (or sooner if so required by the Township of Argentine or other governmental authorities) and each Unit in the Condominium shall be connected to the public water or sewer service as the case may be. Each individual Co-owner shall bear the expense of tapping into the public water or sewer system to service his respective Unit.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and

rights-of way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefited thereby.

**Section 4. Association, Developer and Utilities Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of any decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit and its appurtenant Limited Common Elements, it is nevertheless a matter of concern that a Co-owner, may fail to properly maintain the exterior of his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 6. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities.** The Association shall have the responsibility for the maintenance, repair, operation and replacement of the roads and storm water detention areas in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and any reserve for

the replacement thereof shall be expenses of administration of the Project and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each of those Units shall be assessed one-twenty-second (1/22) of the expenses of repair, maintenance, operation and replacement of the roads and storm water detention areas, which may be assessed as part of the regular assessments and/or special assessments against those Units. The operation, maintenance repair and replacement of the roads and storm water detention areas are further subject to the terms and provisions of the Bylaws of the Project. The roads and storm water detention areas shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads and storm water detention areas, operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws, and applicable laws then in addition to all other remedies available under applicable law, the Township of Argentine, the Genesee County Road Commission, the Michigan Department of Natural Resources and their respective contractors and agents, may, at their option with out without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair replacement and/or operation of or on the roads and storm water detention areas. In that event, the Association shall reimburse the Township, the County, and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads and storm water detention areas, plus an administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the costs therefore against the Co-owners of the Units in the Project to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads and storm water detention areas in the Project. This provision may not be modified, amended, or terminated without the consent of the Township of Argentine.

**Section 7. Easement for Maintenance of Roads and Storm Water Detention Areas.** The Association, the Genesee County Road Commission, the Michigan Department of Natural Resources, and Township of Argentine and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements and onto each Unit serviced by the roads and storm water detention areas, and onto the Limited Common Elements appurtenant for those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads and storm water detention areas or any portion thereof. The area of the Condominium Premises that contains any part of the roads and storm water detention areas shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the Township of Argentine.

## ARTICLE VII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.



**Section 3. By Developer.** Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common elements assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

**Section 7. Township Approval.** Anything herein to the contrary notwithstanding, the following sections of the Master Deed and Bylaws shall not be modified without prior written approval of the Township of Argentine. Additionally, any other provision of the Master Deed or Bylaws which confers any right or privilege on the Township shall not be amended without Township approval:

Master Deed: Article VI, Sections 2, 6 and 7  
Article VII, Section 7

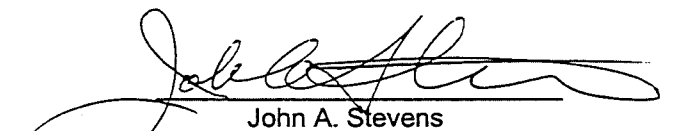
## ARTICLE IX

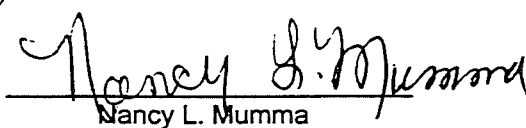
### ASSIGNMENT


Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or bylaws, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

WITNESSES:

CRD DEVELOPMENT L.C.  
a Michigan limited liability company

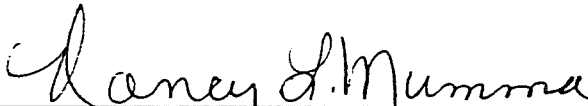
  
John A. Stevens

  
Nancy L. Mumma

BY:   
Donald Delabbio, Member

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF GENESEE    )

On this 8th day of May, 1998, the foregoing Master Deed was acknowledged before me  
by **DONALD DELABBIO**, member of CRD Development L.C.

  
\_\_\_\_\_  
Nancy L. Mumma, Notary Public,  
Oakland County, Michigan  
My Commission Expires: 9/11/00

85.00  
Master Deed drafted by:  
John A. Stevens, Esq.  
Matheson, Parr, Schuler,  
Ewald & Jolly, LLP  
2555 Crooks Road, Suite 200  
Troy, Michigan 48084  
(248) 643-7900  
**When recorded, return to drafter.**

**LINDEN OAKS**

**EXHIBIT A**

**BYLAWS**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

LINDEN OAKS, a residential site Condominium project, located in the Township of Argentine, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II**

**ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorization and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected

with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments rather than by special assessments. At a minimum, an amount equal to at least 10% of the current year's operating budget shall be set aside, contributed to and held in the reserve fund account. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, the Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. The Association may assess reasonable automatic late charges or may, pursuant to Article XIX, Section 4, hereof, levy fines for late payment of assessments. Each Co-Owner (whether one or more persons) shall be and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-Owner is the owner thereof, except a land contract purchaser from any Co-Owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by the Co-Owner in the payment of any installment of the annual assessment levied against his Unit, the Association

shall have the right to declare all unpaid installments of the annual assessments for the pertinent fiscal year immediately due and payable.

(b) Foreclosure Proceedings. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. 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 herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessments(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he 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.

(c) Notice of Action. 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 the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owners(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-Owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual 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 Co-Owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibilities for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all