

PURCHASER INFORMATION BOOKLET

for



A Residential Site Condominium Subdivision
in the
Township of Orion, Michigan

Developed by:
Tri-Mount /Forest Hills Building Co., Inc.
41115 Jo Drive, Novi, Michigan 48375



ANOTHER FINE TRI-MOUNT COMMUNITY

PURCHASER INFORMATION BOOKLET

FOR

FOREST HILLS

TABLE OF CONTENTS

MASTER DEED

ARTICLE I	TITLE AND NATURE	1
ARTICLE II	LEGAL DESCRIPTION	2
ARTICLE III	DEFINITIONS	2
	Section 1. Act	3
	Section 2. Association	3
	Section 3. Bylaws	3
	Section 4. Common Elements	3
	Section 5. Condominium Documents	3
	Section 6. Condominium Premises	3
	Section 7. Condominium Project, Condominium or Project	3
	Section 8. Condominium Subdivision Plan	3
	Section 9. Consolidating Master Deed	4
	Section 10. Development and Sales Period	4
	Section 11. Co-owner or Owner	4
	Section 12. Developer	4
	Section 13. First Annual Meeting	4
	Section 14. Transitional Control Date	5
	Section 15. Unit or Condominium Unit	5
ARTICLE IV	COMMON ELEMENTS	5
	Section 1. General Common Elements	5
	Section 2. Limited Common Element Areas	6
	Section 3. Responsibilities	7
	Section 4. Use of Units and Common Elements	8
ARTICLE V	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	8
	Section 1. Description of Units	8
	Section 2. Percentage of Value	8
ARTICLE VI	CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS	8
	Section 1. By Developer	9
	Section 2. By Co-Owners	10
	Section 3. Limited Common Elements	10
ARTICLE VII	EXPANSION OF CONDOMINIUM	10
	Section 1. Right to Expand	10
	Section 2. Increase in Number of Units	11
	Section 3. Expansion Not Mandatory	12

ARTICLE VIII	CONVERTIBLE AREAS	12
Section 1.	Designation of Convertible Areas	12
Section 2.	The Developer's Right to Modify Units and Common Elements	12
Section 3.	Compatibility of Improvements	12
ARTICLE IX	OPERATIVE PROVISIONS	12
Section 1.	Amendment of Master Deed and Modification of Percentages of Value	12
Section 2.	Redefinition of Common Elements	13
Section 3.	Consolidating Master Deed	13
Section 4.	Consent of Interested Persons	13
ARTICLE X	EASEMENTS	14
Section 1.	Easement for Maintenance of Encroachments and Utilities	14
Section 2.	Easements and Developmental Rights Retained by Developer	14
Section 3.	Grant of Easements	16
Section 4.	Easements for Maintenance, Repair and Replacement	16
Section 5.	Telecommunications Agreements	17
Section 6.	Greenbelt Area	18
Section 7.	Conservation Easements	18
ARTICLE XI	AMENDMENT	18
Section 1.	Modification of Units or Common Elements	18
Section 2.	Mortgagee Consent	19
Section 3.	By Developer	19
Section 4.	Change in Percentage of Value	19
Section 5.	Termination, Vacation, Revocation or Abandonment	19
Section 6.	The Developer Approval	19
ARTICLE XII	ASSIGNMENT	19
BYLAWS		
ARTICLE I	ASSOCIATION OF CO-OWNERS	1
ARTICLE II	ASSESSMENTS	1
Section 1.	Assessments for Common Elements	1
Section 2.	Determination of Assessments	2
Section 3.	Developer's Responsibility for Assessments	4
Section 4.	Penalties for Default	4
Section 5.	Liens for Unpaid Assessments	5
Section 6.	Waiver of Use or Abandonment of Unit	5
Section 7.	Enforcement	5
Section 8.	Statement as to Unpaid Assessments	7
Section 9.	Liability of Mortgagee	8
Section 10.	Property Taxes and Special Assessments	8
Section 11.	Personal Property Tax Assessment of Association Property	8
Section 12.	Construction Lien	8

ARTICLE III	ARBITRATION	8
Section 1.	Scope and Election	8
Section 2.	Judicial Relief	8
Section 3.	Election of Remedies	9
ARTICLE IV	INSURANCE	9
Section 1.	Extent of Coverage	9
Section 2.	Authority of Association to Settle Insurance Claims	10
Section 3.	Responsibilities of Co-owners	10
Section 4.	Waiver of Right of Subrogation	11
Section 5.	Indemnification	11
ARTICLE V	RECONSTRUCTION OR REPAIR	12
Section 1.	Association Responsibility for Repair	12
Section 2.	Timely Reconstruction and Repair	12
Section 3.	Co-Owner's Responsibility	12
Section 4.	Eminent Domain	12
Section 5.	Notification of FHLMC and FNMA	13
Section 6.	Priority of Mortgagee Interests	13
ARTICLE VI	RESTRICTIONS	14
Section 1.	Residential Use	14
Section 2.	Leasing and Rental	14
Section 3.	Architectural Control	15
Section 4.	Activities	16
Section 5.	Pets	16
Section 6.	Aesthetics	17
Section 7.	Vehicles	17
Section 8.	Advertising	18
Section 9.	Rules and Regulations	18
Section 10.	Right of Access of Association	18
Section 11.	Installation of Landscaping	18
Section 12.	Tree Preservation	19
Section 13.	Common Element Maintenance	19
Section 14.	Co-owner Maintenance	19
Section 15.	Reserved Rights of Developer	19
Section 16.	Non-Disturbance of Wetlands	21
Section 17.	Fences	21
ARTICLE VII	MORTGAGES	21
Section 1.	Notice to Association	21
Section 2.	Insurance	22
Section 3.	Notification of Meetings	22
ARTICLE VIII	VOTING	22
Section 1.	Vote	22
Section 2.	Eligibility to Vote	22
Section 3.	Designation of Voting Representative	22
Section 4.	Quorum	23
Section 5.	Voting	23
Section 6.	Majority	23

ARTICLE IX	MEETINGS	23
Section 1.	Place of Meeting	23
Section 2.	First Annual Meeting	24
Section 3.	Annual Meetings	24
Section 4.	Special Meetings	24
Section 5.	Notice of Meetings	24
Section 6.	Adjournment	25
Section 7.	Order of Business	25
Section 8.	Action Without Meeting	25
Section 9.	Consent of Absentees	25
Section 10.	Minutes; Presumption of Notice	26
ARTICLE X	ADVISORY COMMITTEE	26
ARTICLE XI	BOARD OF DIRECTORS	26
Section 1.	Number and Qualification of Directors	26
Section 2.	Election of Directors	27
Section 3.	Powers and Duties	29
Section 4.	Other Duties	29
Section 5.	Management Agent	30
Section 6.	Vacancies	30
Section 7.	Removal	31
Section 8.	First Meeting	31
Section 9.	Regular Meetings	31
Section 10.	Special Meetings	31
Section 11.	Waiver of Notice	31
Section 12.	Quorum	32
Section 13.	First Board of Directors	32
Section 14.	Fidelity Bonds	32
ARTICLE XII	OFFICERS	32
Section 1.	Officers	32
Section 2.	Election	33
Section 3.	Removal	33
Section 4.	Duties	33
ARTICLE XIII	SEAL	34
ARTICLE XIV	FINANCE	34
Section 1.	Records	34
Section 2.	Fiscal Year	34
Section 3.	Bank	34
ARTICLE XV	INDEMNIFICATION OF OFFICERS AND DIRECTORS	35
ARTICLE XVI	AMENDMENTS	35
Section 1.	Proposal	35
Section 2.	Meeting	35
Section 3.	Voting	35
Section 4.	By Developer	36
Section 5.	When Effective	36
Section 6.	Binding	36

ARTICLE XVII	COMPLIANCE	36
ARTICLE XVIII	DEFINITIONS	36
ARTICLE XIX	REMEDIES FOR DEFAULT	36
Section 1.	Legal Action	37
Section 2.	Recovery of Costs	37
Section 3.	Removal and Abatement	37
Section 4.	Assessment of Fines	37
Section 5.	Non-waiver of Right	37
Section 6.	Cumulative Rights, Remedies and Privileges	37
Section 7.	Enforcement of Provisions of Condominium Documents	38
ARTICLE XX	ASSESSMENT OF FINES	38
Section 1.	General	38
Section 2.	Procedures	38
Section 3.	Amounts	39
Section 4.	Collection	39
ARTICLE XXI	RIGHTS RESERVED TO DEVELOPER	39
ARTICLE XXII	SEVERABILITY	40
CONDOMINIUM SUBDIVISION PLAN		
FIRST AMENDMENT TO MASTER DEED		
Paragraph 1.	Revision to Legal Description in Article II of Master Deed	1
Paragraph 2.	Addition to Article III of Master Deed	2
Paragraph 3.	Revision to Article VI of Master Deed	2
Paragraph 4.	Revision to Legal Description in Article VII, Section 1 of Master Deed	2
Paragraph 5.	Addition to Article IX, Section 1, of Master Deed	3
Paragraph 6.	Addition to Article X of Master Deed	3
Paragraph 7.	Addition to Article XI of Master Deed	4
Paragraph 8.	Revision to Article II, Section 2(b) of Bylaws	5
Paragraph 9.	Revision to Article VI, Section 16, of Bylaws	5
Paragraph 10.	Addition to Article VI of Bylaws	5
Paragraph 11.	Recitation of Condominium Subdivision Plan Revisions	6
AMENDMENT NO. 1 TO CONDOMINIUM SUBDIVISION PLAN		
SECOND AMENDMENT TO MASTER DEED		
Paragraph 1.	Recitation of Condominium Subdivision Plan Revisions	1
AMENDMENT NO. 2 TO CONDOMINIUM SUBDIVISION PLAN		

THIRD AMENDMENT TO MASTER DEED

Paragraph 1. Amend Article VI, Section 3 of Bylaws
re driveways

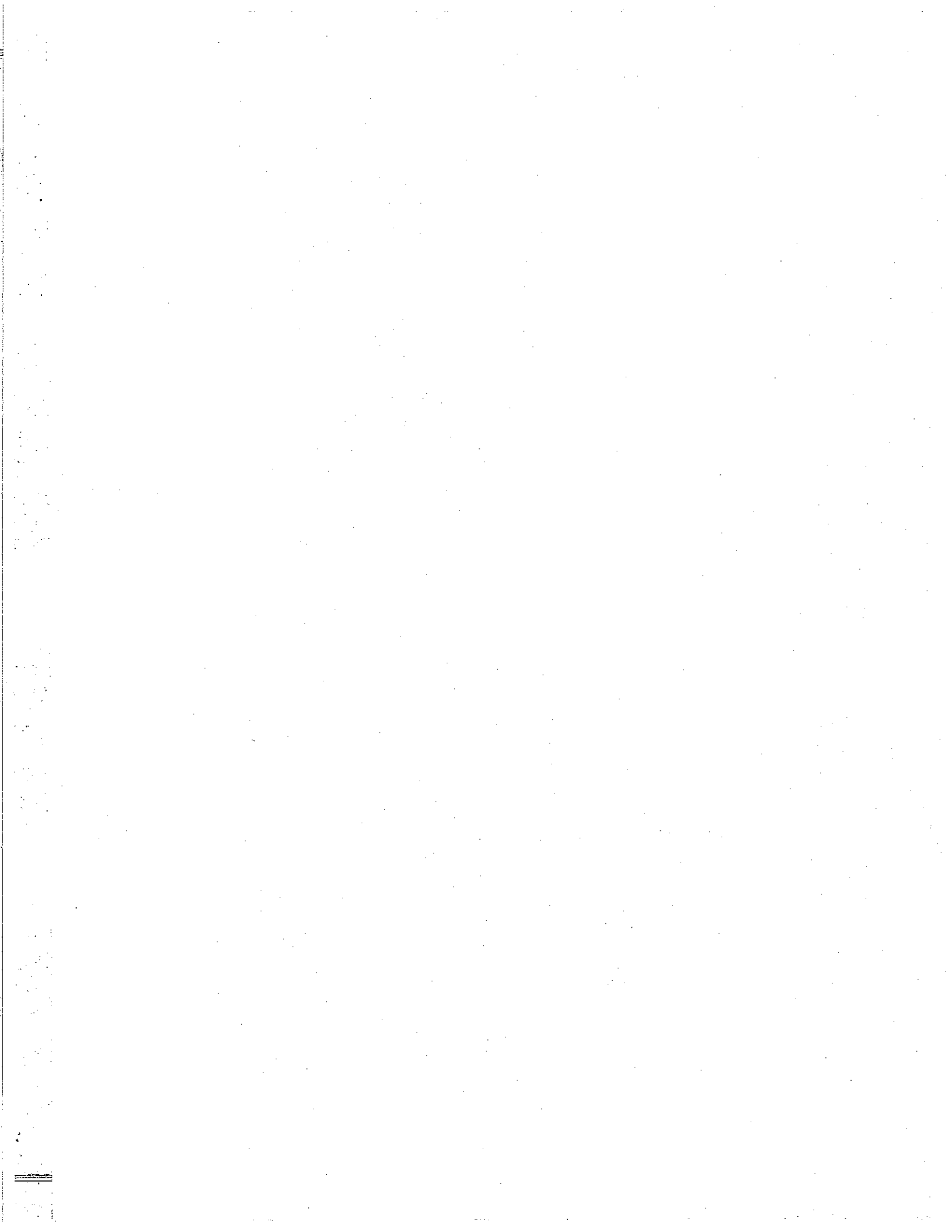
1

Paragraph 2. Amend Article VI, Section 12 of Bylaws
re trees

2

FOREST HILLS HOMEOWNERS ASSOCIATION CERTIFICATE OF INCORPORATION

FOREST HILLS HOMEOWNERS ASSOCIATION ARTICLES OF INCORPORATION



MASTER DEED
FOREST HILLS

This Master Deed is made and executed on this 28th day of June, 1994, by Forest Hills Building Corporation, a Michigan corporation, hereinafter referred to as the "Developer", whose post office address is 2555 Telegraph Road, Suite 470, Bloomfield Hills, Michigan 48302, in accordance with the provisions of the Michigan Condominium Act (Public Act 19 of the Public Acts of 1978, as amended).

RECEIVED 1994
RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and 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.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Forest Hills as a Condominium Project under the Act and does declare that Forest Hills 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 to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

15/10
210

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Forest Hills, Oakland County Condominium Subdivision Plan No. 871. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the

9000871

O.K. - LM/TS

number, boundaries, dimensions and area of each Unit therein, 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.

ARTICLE II

LEGAL DESCRIPTION

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

Part of the Northwest 1/4 of Section 28, Town 4 North, Range 10 East, Orion Township, Oakland County, Michigan, described as: Beginning at the West 1/4 corner of said Section 28; thence North 01°03'44" West 1354.41 feet along the West line of said Section 28, thence North 89°11'01" East 1342.01 feet (described as South 89°39'30" East 1340.14 feet) to a point on the centerline of Joslyn Road; thence along the centerline of Joslyn Road the following three courses: South 00°18'01" West (described as South 00°47'15" West) 694.41 feet, South 00°35'12" East 509.61 feet, and South 03°11'05" East 144.00 feet to a point on the East/West 1/4 line of said Section 28; thence South 88°53'51" West 1326.74 feet along said East/West 1/4 line to the point of beginning. Containing 41.2 acres of land, more or less. Subject to the rights of the public over the easterly 60 feet for Joslyn Road. Also subject to any and all other easements and restrictions of record and all governmental limitations.

ALL (0) 09-28-101-003

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

OAKLAND COUNTY TREASURER
I HEREBY CERTIFY that there are no
TITLES held by the state of any interest in
within jurisdiction, and all TAXES on certain
two years previous to the date of this instrument
shown by the records in the office except as
16.40

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7-12-84
R. Hugh Doherty
R. Hugh Doherty, County Treasurer
Oakland County, Michigan

various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Forest Hills Homeowners Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Forest Hills 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 Forest Hills Homeowners Condominium 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 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, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Forest Hills as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Forest Hills as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Forest Hills as a completed Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to the Condominium from time to time under Article VII hereof. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 10. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.

Section 11. 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".

Section 12. Developer. "Developer" means Forest Hills Development Corporation, a Michigan corporation, 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 term is used in the Condominium Documents. The term "Developer" does not, however, include "Successor Developer" as defined in Section 135 of the Act.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all 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 14. 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 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Forest Hills, as the same is 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. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same 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:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including the parks and greenbelts depicted on Exhibit B attached hereto, other than portions thereof identified as Units.

(b) Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service.

(d) Gas. The gas distribution mains throughout the Project up to the point of lateral connection for Unit service.

(e) Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls in General Common Element areas.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.

(g) Storm Sewer System. The storm sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with the storm water detention facilities depicted as such on the Condominium Subdivision Plan.

(h) Telecommunications. The telecommunications system, if and when it may be installed, including any security system, up to the point of the ancillary connection for Unit service.

(i) Roadways. The collector roadways, which provide access to the Units.

(j) Gazebo, Wood Chip Paths and Safety Path. The gazebo, wood chip paths and safety path, when installed.

(k) Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use 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 telecommunications 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 telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Element Areas. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit or Units to which

such Limited Common Elements are appurtenant. No Limited Common Elements have been designated as such in the Master Deed because there are no Limited Common Elements in this Project. If any Limited Common Elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Units and the improvements thereon, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association. Likewise, it shall be the responsibility of each Co-owner to be responsible for installation and maintenance of lawn and other landscaping materials which he installs within his Unit area that lies within the road right-of-way and designated as such on the Condominium Subdivision Plan.

(b) Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. 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 Unit improvements including dwellings constructed within any Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). 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.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. 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 DESCRIPTION AND PERCENTAGE 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 Forest Hills as surveyed by Spalding DeDecker and Associates, Inc. and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Forest Hills shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. 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 the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated,

modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Consolidate Units; Relocate Units. Consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such consolidation of Units and relocation of boundaries of Units 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 sole discretion of Developer, its successors or assigns, subject to prior approval of the Township of Orion.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in Article V hereof for the Unit or Units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units 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 percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified. 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 to any proportionate reallocation of percentages of value of Units which Developer or its successors 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 the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake consolidation of units or relocation of boundaries. Co-owners of adjoining Units may, subject to prior approval by the Township of Orion, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

Section 3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VI.

ARTICLE VII

EXPANSION OF CONDOMINIUM

Section 1. Right to Expand. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 82 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right to include additional land and up to 28 additional Units upon all or some portion or portions of the following described land:

A part of the Northeast $\frac{1}{4}$ of Section 29, T.4N., R.10E., Orion Township, Oakland County, Michigan commonly known as sidwell parcel numbers 09-29-278-004 and 09-29-278-005, said parcels being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner, Section 29, T.4N., R.10E.; thence along the East line of Section 29, said line also being the West line of Forest Hills (proposed), N. $01^{\circ}03'44''$ W. 350.00 feet to the Easterly most Northeast corner of Judah Lake Estates #7 as recorded in Liber 107, pages 32 and 33, said point being the point of beginning:

Thence along the Northerly line of said subdivision N. $89^{\circ}01'10''$ W. 418.69 feet; thence continuing along said North line N. $56^{\circ}11'30''$ W. 491.95 feet; thence N. $00^{\circ}20'40''$ W. 203.28 feet; thence S. $89^{\circ}39'20''$ W. 200.00 feet to a point on the East line; thence N. $00^{\circ}20'40''$ W. 520.00 feet to the Northerly most Northeast corner of said subdivisions; thence N. $89^{\circ}56'30''$ E. 1014.55 feet to a point on the East line of said Section 29 and the West line of said Forest Hills (proposed); thence S. $01^{\circ}03'44''$ E. 1004.41 feet along the said East line of Section 29 to the point of beginning. Said parcel contains $19.9\pm$ acres of land, more or less, and is subject to those easements and restrictions of record, except therefrom that portion of such land that is included in the land described in Article II of this Master Deed as it may from time to time be amended (hereinafter referred to as "area of future development").

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of residential Units thereon. The location of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the Township of Orion. All such Units shall be reasonably compatible with the existing Units in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VIII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The Developer has identified Units 59 through 65 and certain General Common Elements on the Condominium Subdivision Plan as Convertible Areas within which a roadway access could be created to certain adjoining land described in Article VII above.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right in its sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to modify the Units and General Common Elements to create a roadway access to adjoining land.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion or conversion in the Project pursuant to Articles VII or VIII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or conversion of this

Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such 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 percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels that may be added to the Project under Article VII. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article. In the event a Co-owner exercises the right of convertibility described in Article VIII, subsequent to Developer's final recording of a Consolidating Master Deed or an amendment to the Master Deed to record as-built plans reflecting changes in Units and Common Elements, such Co-owner shall, at his expense, cause the Association to prepare and record an amendment to the Master Deed depicting changes made by the Co-owner to such Unit and/or Common Elements.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VII and VIII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate

the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. There shall be easements to, through and over the land in the Condominium (including all Units) for the continuing maintenance, repair, replacement and 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. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements 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 destruction. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. Developer hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion of portions thereof perpetual easements to for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII. In order to achieve the purposes of this Article and of Article VII of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article II by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to

go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. The costs of maintenance, repair and replacement of all rights-of-ways shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the rights-of-ways.

Developer further reserves the right at any time during the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sales Period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over the roadways in Forest Hills. Any such roadway dedication may be made by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. 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 right-of-way dedication.

(b) Utility Easements. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium including the land described in Article VII of this Master Deed or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, electric, telephone, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, thus utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, 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. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer also reserves storm drainage easements over portions of the Units as depicted on Exhibit B attached hereto within which areas the Developer may change grade or install conduits or retaining walls and take such other measures as it deems appropriate for storm water drainage and erosion control purposes.

Developer further reserves the right at any time during the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sale Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded at the office of the Oakland County Register of Deeds. 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 easement or transfer of title.

Section 3. Grant of Easements. The Developer or 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 to transfer title to utility improvements and to grant easements, licenses, rights-of-entry and rights-of-way for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium over, under and across the Condominium to appropriate governmental agencies or public utility companies. Any such grants of easement or transfers of title may be made by the Developer or the Association without the consent of any Co-owner, mortgagee or other person. Any such grant or transfer by the Association shall be subject to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over 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. It is intended that each Co-owner shall be solely responsible for the

performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit. Nevertheless, it is a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, 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, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sales 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 nonpayment 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. Greenbelt Area. A certain portion of the land within the Condominium is identified as a greenbelt for the benefit of the Township of Orion which area is not to be disturbed either by fill, clearing of trees or construction of any improvements without the prior written approval of the Township of Orion. Notwithstanding the foregoing, that portion of the greenbelt located adjacent to Unit 76 shall be mowed and maintained by the Association.

Section 7. Conservation Easements. The Developer hereby reserves the right at any time during the Development and Sales Period to grant one or more conservation easements over a portion or portions of the Condominium Premises to one or more qualified organizations. Any such conservation easements may include limitations upon the activities which may be undertaken within a Unit to assure the preservation of certain natural features of the Condominium; provided, however, any such limitations shall not in any way prevent a Co-owner from utilizing his Unit for the purpose set forth in Article VI, Section 1 of the Bylaws. Any such conservation easement may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by a written conservation easement recorded in the Oakland County Records and by an appropriate amendment to this Master Deed and to Exhibit B hereto recorded in the Oakland County Records. All of the Co-owners and mortgagees of the 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 grant of easement and such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement.

ARTICLE XI

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 in this Master Deed or in the Bylaws 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 expenses 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, except as provided in this Master Deed or Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.

Section 6. The Developer Approval. During the Development and Sales Period this Master deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the land described in Article II hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, 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 Oakland County Register of Deeds.

WITNESSES:

Carole Janus
Carole Janus

FOREST HILLS DEVELOPMENT CORPORATION, a Michigan corporation

Catherine Kim Shierk
Catherine Kim Shierk

By: Linda W. Jaikins
Linda W. Jaikins
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND

On this 28th day of June, 1994, the foregoing Master Deed was acknowledged before me by Linda W. Jaikins, the President of Forest Hills Development Corporation, a Michigan corporation, on behalf of the corporation.

Catherine Kim Shierk
Catherine Kim Shierk

Notary Public, Oakland County, Michigan
My commission expires: 7-30-97

Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT PLLC
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48304

When recorded, return to drafter

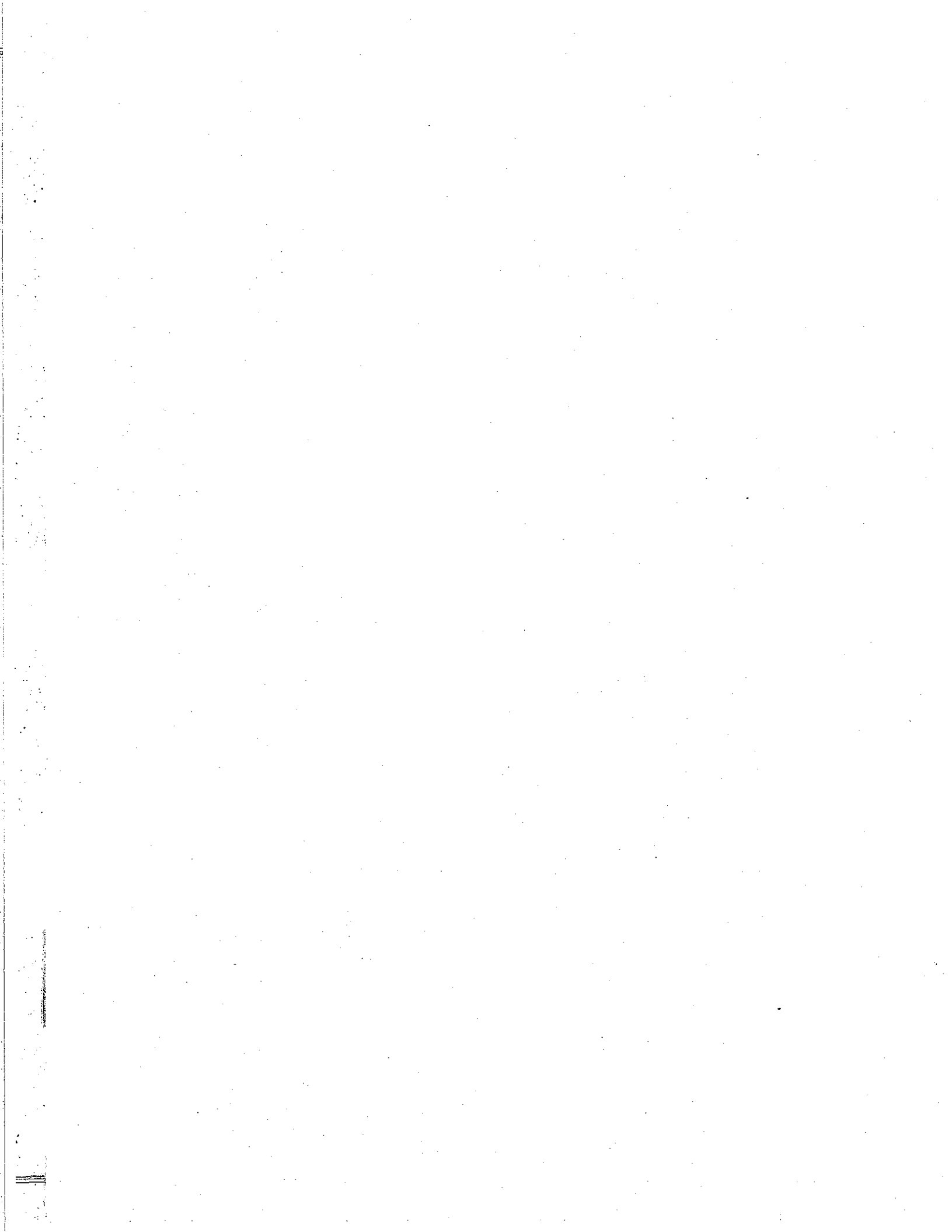


EXHIBIT A
FOREST HILLS

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Forest Hills, a residential Condominium Project located in the Township of Orion, Oakland 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 Nonprofit 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, mortgagees 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 authorizations 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 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; Regular Assessments. 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 as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. 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 Association, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$1,000 annually for the entire Condominium Project, or (2) that an

emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Sections 1 and 2 hereof. The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. The Board of Directors, including the first Board of Directors controlled by the Developer, may relieve Co-owners who have not constructed residences upon their Units from payment, for a limited period of time, of all or some portion of their respectively allocable shares of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments until such Co-owners actually commence utilizing the Common Elements on a regular basis.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Association from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 7 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Association) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. 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 each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 2 of the Master Deed and without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit except as otherwise specifically

provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 3. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessment. 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 current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenances to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. Any assessment levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. "Completed building" shall mean a Unit with respect to which a certificate of occupancy has been issued by the Township of Orion. The Developer may, acting on its own or through its representatives on the Association's Board of Directors, suspend the necessity for making monthly assessment payments by each Co-owner (i) for a year from closing the purchase of his Unit or (ii) until his residence is completed, whichever first occurs; the purpose of this provision is to give Developer the discretionary flexibility to provide relief from payment of assessments during the transitional period of development and marketing prior to the time that a full Association expense budget becomes an operational necessity.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed \$25.00 per installment may be assessed automatically by the Association upon each installment in default for ten or more days until

paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX hereof, levy fines for late payment of assessments in addition to such late charge. 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 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 attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 6. 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 or by the abandonment of his Unit.

Section 7. 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 any 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 assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue

the furnishing of any utilities or other services to a Co-owner in default upon seven-day written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(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 and the rights and obligations of the parties to such 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 assessment(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 ten days after mailing, by first class mail, postage prepaid, address

ed 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 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, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten-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 attorney's 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 8. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association 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 the 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, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other 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 reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of 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 12. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section

1. above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Such election and written consent by Co-owners 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.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association.

(c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of Insurance Policies. 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 and the

Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 Co-owners 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 Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for Co-owner's personal liability for occurrences within the perimeter of Owner's Unit (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described above in this Section 3 or have any liability to any person for failure to do so. The Association may elect, however, through its board of directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept on Co-owner's Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 cost thereof are insufficient, assessment shall be made against all Co-owners 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. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within such Co-owner's Unit. If damage to the residence or other improvements constructed on Co-owner's Unit adversely affects the appearance of the Project, Co-owner shall proceed with removal or replacement of the damaged property without delay. This Section shall also be applicable in the event of destruction during the course of construction of improvements on a Unit.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and Co-owner's mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common

Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the percentages of value of the remaining Co-owners shall be proportionately readjusted based upon the continuing value of 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 Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, 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 institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC, or FNMA, as the case may be, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance

proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

(1) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 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.

(iii) If after 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-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. 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.

(3) 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, shall 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 shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any material exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans, specifications, location of buildings, grading, or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. All residences constructed in Forest Hills shall have at least a two-car attached garage. All driveways located within the individual Units shall be asphalt.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the

Association and upon all Co-owners. Further, the restrictions hereby placed upon the Premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed amendment. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any other person or entity, subject only to the express limitation contained in the Condominium Documents.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animal other than normal household pets shall be maintained within any condominium unit or elsewhere on the Condominium Premises. No animal may be kept or bred for any commercial purpose and every animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Condominium Premises any animal shall at all times be leashed and attended by some responsible person while on the Condominium Premises. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis

shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage

spaces provided therefor and shall park any additional cars which he owns in the driveway spaces immediately adjoining his garage. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, during the Development and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. 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 the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 11. Installation of Landscaping. Within eight (8) months after completion of a residence in the Condominium, the Owner thereof (and the word "Owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof and each subsequent purchaser) shall cause the Condominium Unit owned by him,

including the area lying between the sidewalk and the road, except such portion thereof as is used for driveways and walks, to be finish-graded and sodded and suitably planted. Seeding of lawns is not permitted. The Unit area shall be kept free of weeds by the Owner thereof. All landscaping and lawns shall be well maintained at all times.

Section 12. Tree Preservation. No Co-owner shall cut down or trim any tree located on the Condominium Premises which has a diameter of 6 inches or more measured at ground level without the prior written approval of the Association and, during the Development and Sales Period, the Developer. Each tree removed or trimmed in violation of this provision shall constitute a separate violation and shall subject the offending Co-owner to fines as set forth in Articles XIX and XX of these Bylaws. This provision shall apply to any tree located within the Condominium Premises, whether within any Unit or upon the Limited or General Common Elements.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, and roads, shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No obstructions may be left unattended on or about the Common Elements.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit in a safe, clean, sanitary and aesthetically satisfactory condition and in accordance with any duly adopted regulations of the Association. Each Co-owner 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 Common Elements which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do

not affect exterior appearance of any structure located within a Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, colorscheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time.

Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the entire Development and Sales Period.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or

refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 16. Non-Disturbance of Wetlands. A certain portion of the land within the Condominium is a wetland which is protected by federal and state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Natural Resources or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, no Co-owner may disturb the wetlands shown on the Condominium Subdivision Plan, including without limitation the clearing of trees, without obtaining: (1) written authorization of the Association; (2) any necessary Township permits; and (3) any necessary State Permits. Additionally, the construction of structures, within areas designated on Exhibit B hereto as wet lands is prohibited.

Section 17. Fences. Notwithstanding any other provisions herein, a fence shall be maintained along the South boundary of the Condominium adjacent to the adjoining school district property.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner

of such Unit. 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 60 days.

Section 2. 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 3. Notification of Meetings. Upon 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.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. ~~The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative.~~ The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a director (or directors) pursuant to its rights under Article XI, Section 2 (c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer directors.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other

communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Association. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents

(as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in Forest Hills have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Association, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of September each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Association; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a board of directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the president to call a special meeting of the Co-owners as directed by resolution of the Association or upon a petition signed by 1/3 of the Co-owners presented to the secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative

of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be president, vice president, secretary and treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is

present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the president or secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Association for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Association and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the board of directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The board of directors shall initially be comprised of three members and shall continue to be so comprised until enlarged to five members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a board of five directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for

the first board of directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first board of directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer director to the board. Immediately prior to the appointment of the first non-developer Co-owners to the board, the board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, one of the five directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, two of the five directors shall be elected by non-developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer 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 Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever

the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the board of directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the board of directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board of directors.

(iii) If the calculation of the percentage of members of the board of directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the board of directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the board of directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the board of directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the board of directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i).

(iv) At the First Annual Meeting three directors shall be elected for a term of two years and two directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two

or three directors shall be elected depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two of the directors elected at the First Annual Meeting) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the board of directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The board of directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the board of directors unless specifically required to be done by, or with the approval of, the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the board of directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way

and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of 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 enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The board of directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the board of directors or the members of the Association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the board of directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is

elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

Section 8. First Meeting. The first meeting of a newly elected board of directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 9. Regular Meetings. Regular meetings of the board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director personally, by mail, telephone or telegraph, at least ten days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the board of directors may be called by the president on three-day notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 11. Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be

deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first board of directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the board of directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The board of directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a president, who shall be a member of the board of directors, a vice president, a secretary and a treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. Any two offices except that of president and vice president may be held by one person.

(a) President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the board of directors. He shall have all of the general powers and

duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the board of directors shall appoint some other member of the board to so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

(c) Secretary. The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the board of directors may direct; and he shall, in general, perform all duties incident to the office of the secretary.

(d) Treasurer. The treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the board of directors.

Section 2. Election. The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the board of directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the board of directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Association from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Association acting upon the vote of the majority of the directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 67% of the mortgagees shall be

required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article 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 XVII

COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, 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 Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner 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 Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus 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 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Association, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage pre-paid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Association and offer evidence in defense of the alleged violation. The appearance before the Association shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Association shall, by majority vote of a

quorum of the board, decide whether a violation has occurred. The Association's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Association as recited above, the following fines shall be levied:

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Twenty-Five Dollar (\$25.00) fine.
- (c) Third Violation. Fifty Dollar (\$50.00) fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

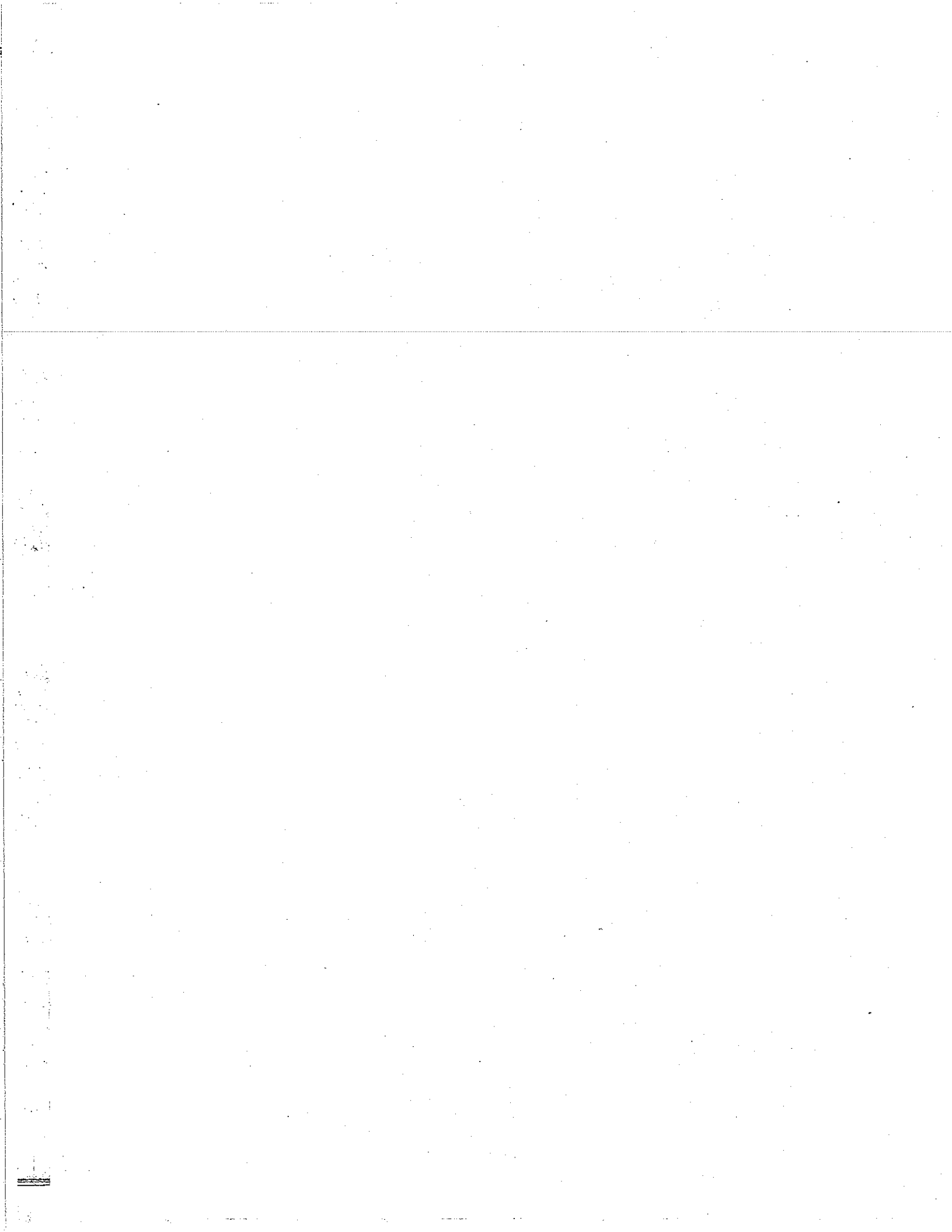
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer or its successors and assigns in the

Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that 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 whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever 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.



ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST
BE ASSIGNED IN CONSECUTIVE SEQUENCE.
WHEN A NUMBER HAS BEEN ASSIGNED TO
THIS PROJECT IT MUST BE PROPERLY
SHOWN IN THE TITLE ON THIS SHEET
AND IN THE SURVEYOR'S CERTIFICATE
ON SHEET 2.

871

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 871

EXHIBIT B TO THE MASTER DEED OF

FOREST HILLS

ORION TOWNSHIP, MICHIGAN

DEVELOPER,
FOREST HILLS BUILDING CORPORATION
2555 S. TELEGRAPH SUITE 470
BLOOMFIELD HILLS, MICHIGAN 48302

SURVEYOR,
SPALDING, Dedecker & Associates, Inc.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071

SHEET INDEX

- 1. COVER SHEET
- 2. SITE PLAN COMPOSITE
- 3. SITE PLAN - SW QUADRANT
- 4. SITE PLAN - NW QUADRANT
- 5. SITE PLAN - NE QUADRANT
- 6. SITE PLAN - SE QUADRANT
- 7. UTILITY PLAN COMPOSITE
- 8. UTILITY PLAN - SW QUADRANT
- 9. UTILITY PLAN - NW QUADRANT
- 10. UTILITY PLAN - NE QUADRANT
- 11. UTILITY PLAN - SE QUADRANT
- 12. PROPOSED FUTURE DEVELOPMENT
- 13.

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE N.01°03'44"W. 1354.41 FEET ALONG THE WEST LINE OF SAID SECTION 28, THENCE N.89°11'01"E. 1342.01 FEET (DESCRIBED AS S.89°39'30"E. 1340.14 FEET) TO A POINT ON THE CENTERLINE OF JOSLYN ROAD; (3) COURSES, S.00°18'01"W. (DESCRIBED AS S.00°47'15"W.) 894.41 FEET, S.00°35'12"E. 509.61 FEET AND S.03°11'05"E. 144.00 FEET TO A POINT ON THE EAST/WEST 1/4 LINE OF SAID SECTION 28; THENCE S.88°53'51"W. 1326.74 FEET ALONG SAID EAST/WEST 1/4 LINE TO THE POINT OF BEGINNING, CONTAINING 41.2 ACRES OF LAND, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EASTERLY 60 FEET FOR JOSLYN ROAD, ALSO SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD AND GOVERNMENTAL LIMITATIONS.



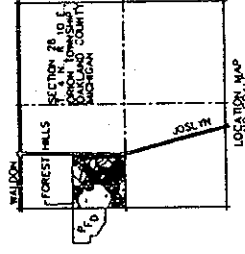
GREGORY B. SPALDING
PROFESSIONAL SURVEYOR
REGISTRATION NO. 28422
SPALDING, DEDecker & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5545



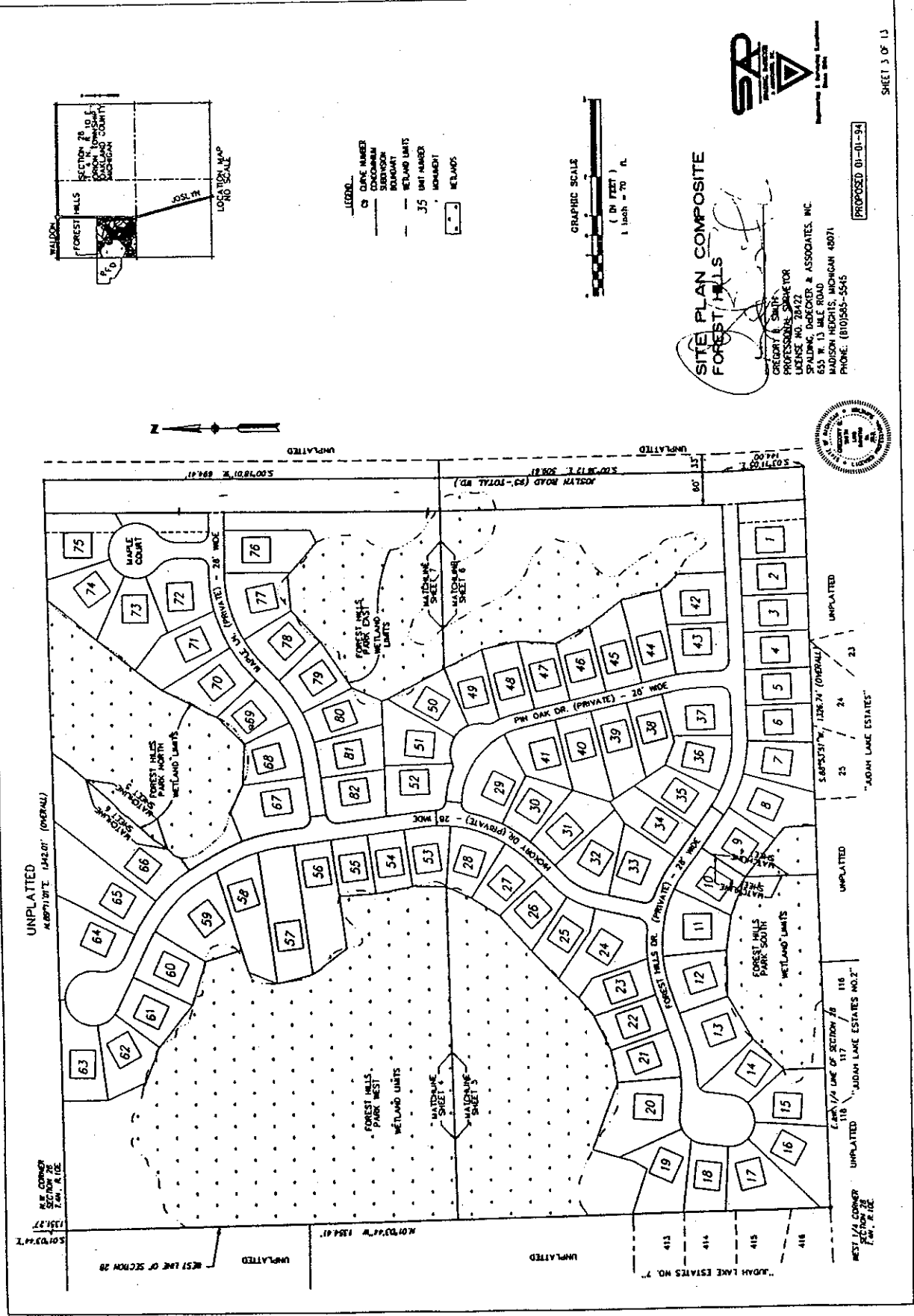
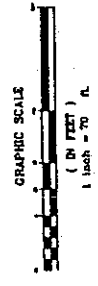
SITE PLAN COMPOSITE
FOREST HILLS

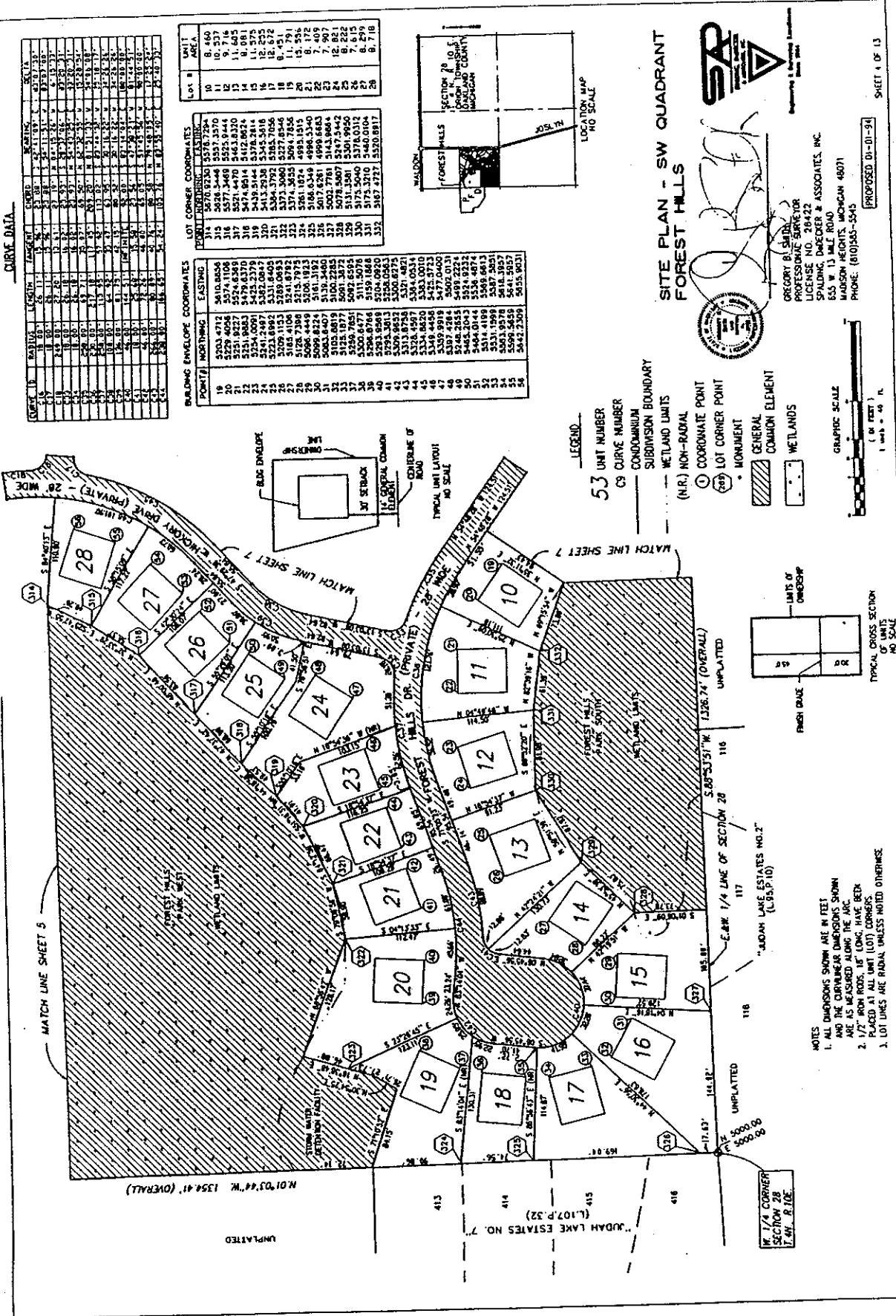
GREGORY A. SMITH
PROFESSIONAL SURVEYOR
LICENSE NO. 28472
SPALDING, DECKER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5545

PROPOSED 01-01-94



- LEGEND**
- CLIKE NUMBER
 - PROPOSED LOT
 - SECTION
 - ROADWAY
 - WETLAND LIMITS
 - 35 UNIT NUMBER
 - MONUMENT
 - WETLANDS

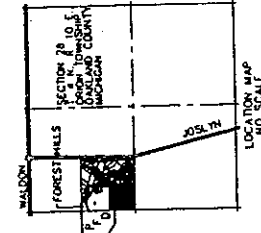




CURVE DATA

POINT	BEGINNING	END	LENGTH	ANGLE	CHORD	AREA
18	5253.4712	5253.4712	0.00	0.00	0.00	0.00
19	5253.4712	5253.4712	0.00	0.00	0.00	0.00
20	5253.4712	5253.4712	0.00	0.00	0.00	0.00
21	5253.4712	5253.4712	0.00	0.00	0.00	0.00
22	5253.4712	5253.4712	0.00	0.00	0.00	0.00
23	5253.4712	5253.4712	0.00	0.00	0.00	0.00
24	5253.4712	5253.4712	0.00	0.00	0.00	0.00
25	5253.4712	5253.4712	0.00	0.00	0.00	0.00
26	5253.4712	5253.4712	0.00	0.00	0.00	0.00
27	5253.4712	5253.4712	0.00	0.00	0.00	0.00
28	5253.4712	5253.4712	0.00	0.00	0.00	0.00
29	5253.4712	5253.4712	0.00	0.00	0.00	0.00
30	5253.4712	5253.4712	0.00	0.00	0.00	0.00
31	5253.4712	5253.4712	0.00	0.00	0.00	0.00
32	5253.4712	5253.4712	0.00	0.00	0.00	0.00
33	5253.4712	5253.4712	0.00	0.00	0.00	0.00

POINT	NORTHING	EASTING
18	5253.4712	5253.4712
19	5253.4712	5253.4712
20	5253.4712	5253.4712
21	5253.4712	5253.4712
22	5253.4712	5253.4712
23	5253.4712	5253.4712
24	5253.4712	5253.4712
25	5253.4712	5253.4712
26	5253.4712	5253.4712
27	5253.4712	5253.4712
28	5253.4712	5253.4712
29	5253.4712	5253.4712
30	5253.4712	5253.4712
31	5253.4712	5253.4712
32	5253.4712	5253.4712
33	5253.4712	5253.4712



SITE PLAN - SW QUADRANT FOREST HILLS

LEGEND

- 53 UNIT NUMBER
- CS CURVE NUMBER
- CONDOMINIUM SUBDIVISION BOUNDARY
- WETLAND LIMITS (N.R.) NON-RADIAL
- COORDINATE POINT
- LOT CORNER POINT
- MONUMENT
- GENERAL COMMON ELEMENT
- WETLANDS

NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
- 1/2" IRON RODS, 1/2" LONG, HAVE BEEN PLACED AT ALL UNIT (LOT) CORNERS.
- LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.

GRAPHIC SCALE
1 inch = 40 ft.

TYPICAL CROSS SECTION OF UNITS

TYPICAL UNIT LAYOUT

PROPOSED 01-01-94

GREGORY B. CLARK, REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 28422
SPRINGFIELD, MISSOURI
WATSON HEIGHTS, MISSOURI 64071
PHONE: (816) 545-5545

SAP

SECTION 28 OF JUDAH LAKE ESTATES NO. 2 (L.95.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 7 (L.107.P.32)

SECTION 28 OF JUDAH LAKE ESTATES NO. 8 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 9 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 10 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 11 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 12 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 13 (L.107.P.10)

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SECTION 28 OF JUDAH LAKE ESTATES NO. 15 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 16 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 17 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 18 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 19 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 20 (L.107.P.10)

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SECTION 28 OF JUDAH LAKE ESTATES NO. 41 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 42 (L.107.P.10)

SECTION 28 OF JUDAH LAKE ESTATES NO. 43 (L.107.P.10)

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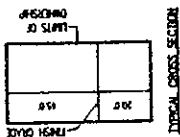
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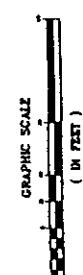
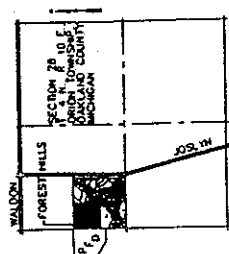
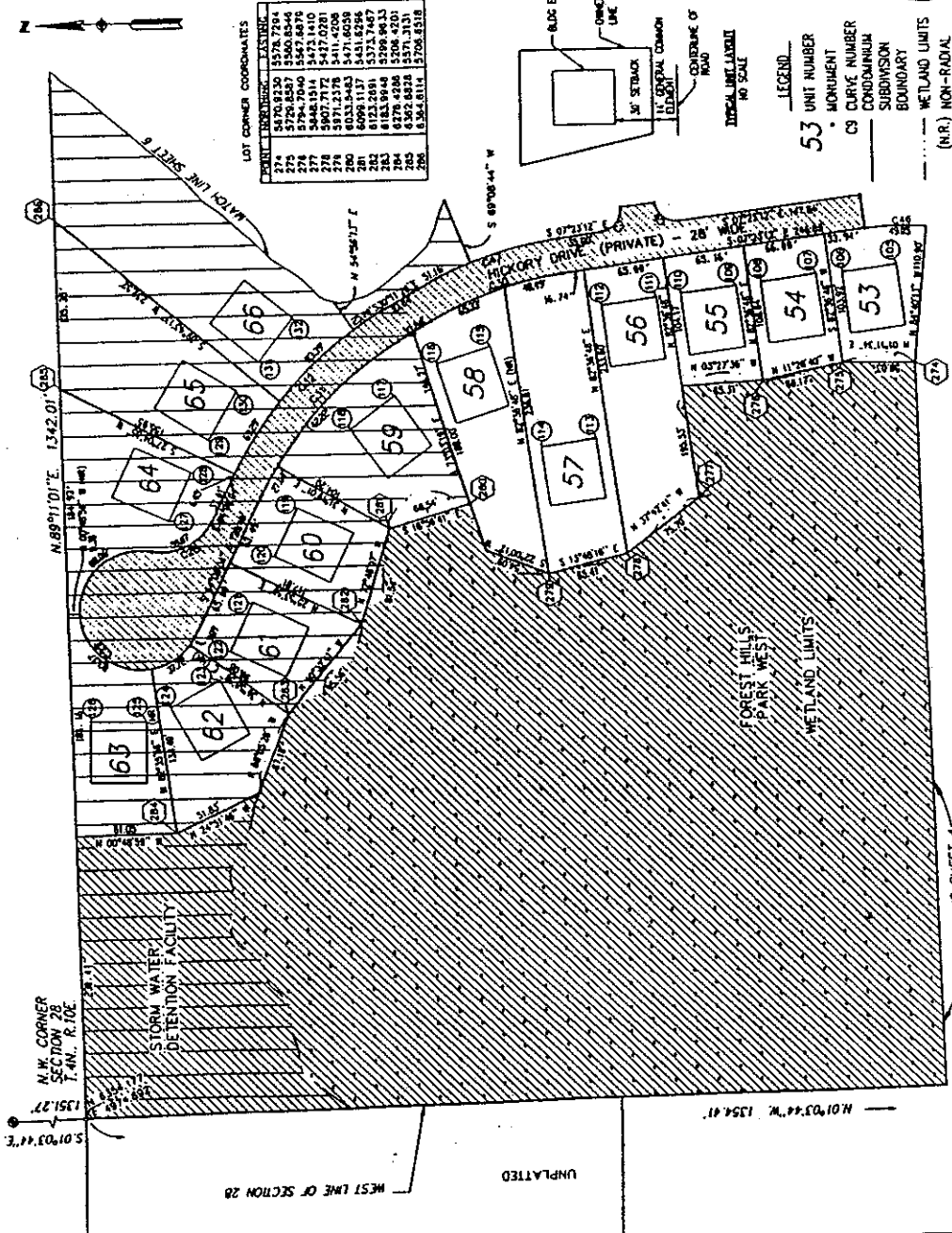
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POINT#	NORTHING	EASTING
105	5684.5771	5659.1304
106	5778.1867	5633.5449
107	5750.2707	5632.7449
108	5744.8425	5632.7449
109	5614.8852	5644.5678
110	5659.3157	5638.3022
111	5678.3407	5638.0109
112	5678.3407	5638.0109
113	5630.3445	5632.8152
114	5974.8750	5516.0268
115	6014.5574	5599.0927
116	6022.4782	5591.3264
117	6126.0489	5534.7366
118	6173.0643	5476.6238
119	6210.4974	5393.8102
120	6236.1827	5333.1288
121	6259.3527	5263.4231
122	6286.1979	5206.2640
123	6343.3816	5297.5006
124	6377.5504	5203.3702
125	6344.3993	5218.5226
126	6320.3342	5266.9704
127	6313.3881	5315.1806
128	6313.3881	5315.1806
129	6313.3881	5315.1806
130	6313.3881	5315.1806
131	6313.3881	5315.1806
132	6313.3881	5315.1806

LOT #	UNIT AREA
53	7.664
54	7.614
55	8.945
56	15.258
57	13.273
58	13.877
59	9.813
60	10.272
61	10.228
62	17.238
63	17.238
64	24.757



POINT#	NORTHING	EASTING
274	5470.8230	5576.7284
275	5720.8587	5560.8544
276	5784.7590	5457.6876
277	5848.1971	5417.0781
278	5971.2378	5411.4208
279	6033.9483	5471.6038
280	6099.1137	5431.6296
281	6133.9884	5288.9633
282	6176.4238	5208.4201
283	6262.6828	5371.3131
284	6344.8114	5708.8518
285		
286		



SITE PLAN - NW QUADRANT FOREST HILLS



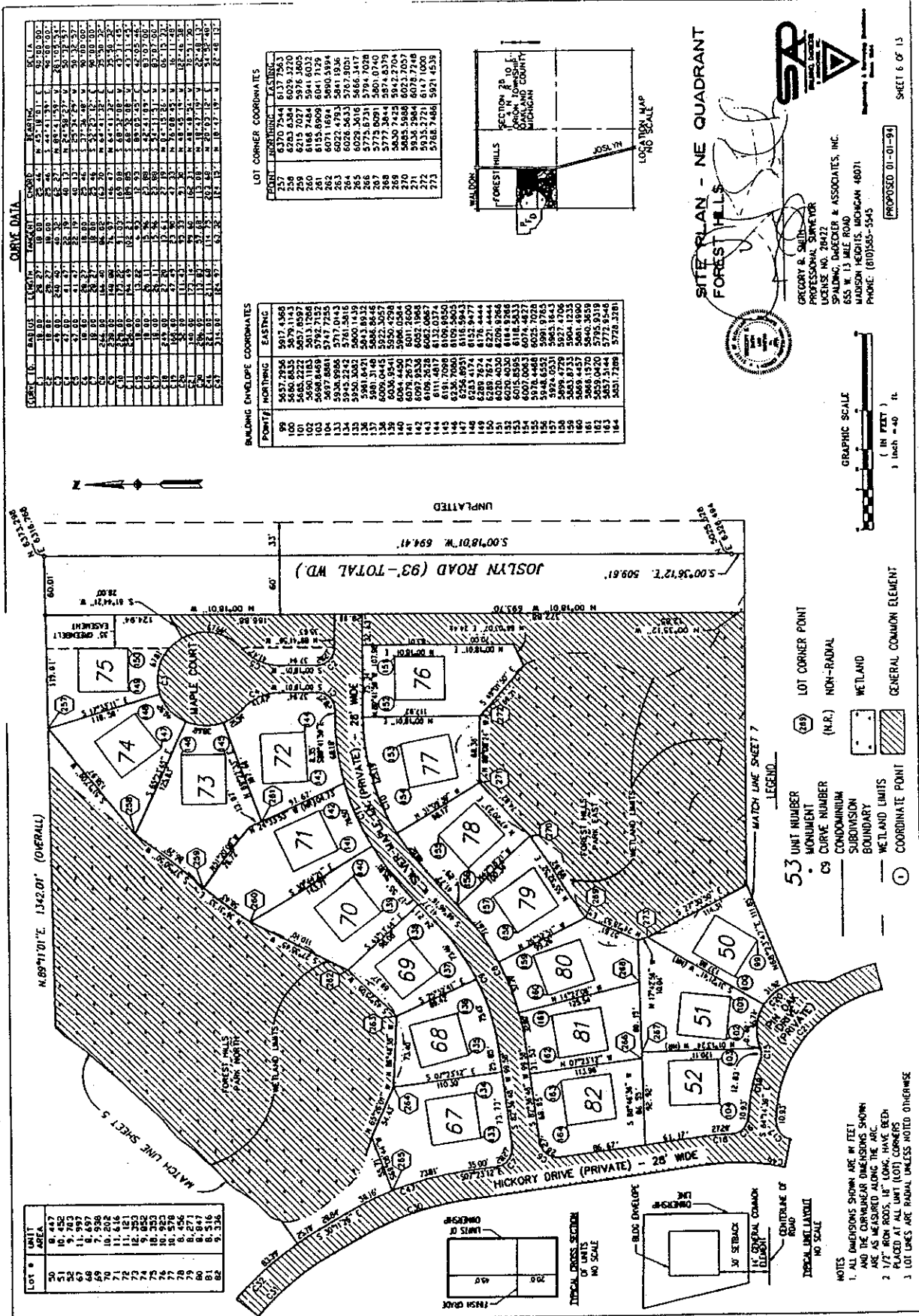
GREGORY B. SMITH
 PROFESSIONAL SURVEYOR
 LICENSE NO. 28772
 SPALDING, DARECKER & ASSOCIATES, INC.
 635 W. 13 MILE ROAD
 MADISON HEIGHTS, INDIANA 46001
 PHONE: (810)585-5545

- LEGEND**
- 53 UNIT NUMBER
 - CS MONUMENT
 - CONDOMINIUM
 - SUBDIVISION BOUNDARY
 - WETLAND LIMITS (NR) NON-RADIAL
 - COORDINATE POINT
 - LOT CORNER POINT
 - GENERAL COMMON ELEMENT
 - CONVERTIBLE AREA
 - WETLANDS

CURVE I.D.	RADIUS	LENGTH	CHORD	AREA	PERIMETER
1	10.00	1.5708	1.9613	0.1590	3.1416
2	10.00	3.1416	3.9226	0.3180	6.2832
3	10.00	4.7124	5.8839	0.4770	9.4248
4	10.00	6.2832	7.8452	0.6360	12.5664
5	10.00	7.8540	9.8065	0.7950	15.7080
6	10.00	9.4248	11.7678	0.9540	18.8496
7	10.00	10.9956	13.7291	1.1130	21.9912
8	10.00	12.5664	15.6904	1.2720	25.1328
9	10.00	14.1372	17.6517	1.4310	28.2744
10	10.00	15.7080	19.6130	1.5900	31.4160

NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND THE DIMENSIONAL DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
- 1/2" FROM ROADS, 18" FROM RAILROADS, 10' FROM ALL UNIT (LOT) CORNERS.
- LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.



CURVE DATA

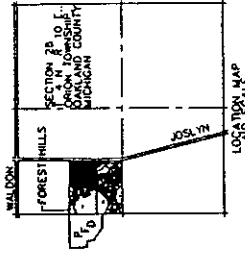
CURVE NO.	START POINT	END POINT	LENGTH	CHORD	BEARING	DELTA
1	18.00	20.00	18.00	20.00	90.00	18.00
2	20.00	22.00	18.00	20.00	90.00	18.00
3	22.00	24.00	18.00	20.00	90.00	18.00
4	24.00	26.00	18.00	20.00	90.00	18.00
5	26.00	28.00	18.00	20.00	90.00	18.00
6	28.00	30.00	18.00	20.00	90.00	18.00
7	30.00	32.00	18.00	20.00	90.00	18.00
8	32.00	34.00	18.00	20.00	90.00	18.00
9	34.00	36.00	18.00	20.00	90.00	18.00
10	36.00	38.00	18.00	20.00	90.00	18.00
11	38.00	40.00	18.00	20.00	90.00	18.00
12	40.00	42.00	18.00	20.00	90.00	18.00
13	42.00	44.00	18.00	20.00	90.00	18.00
14	44.00	46.00	18.00	20.00	90.00	18.00
15	46.00	48.00	18.00	20.00	90.00	18.00
16	48.00	50.00	18.00	20.00	90.00	18.00
17	50.00	52.00	18.00	20.00	90.00	18.00
18	52.00	54.00	18.00	20.00	90.00	18.00
19	54.00	56.00	18.00	20.00	90.00	18.00
20	56.00	58.00	18.00	20.00	90.00	18.00
21	58.00	60.00	18.00	20.00	90.00	18.00
22	60.00	62.00	18.00	20.00	90.00	18.00
23	62.00	64.00	18.00	20.00	90.00	18.00
24	64.00	66.00	18.00	20.00	90.00	18.00
25	66.00	68.00	18.00	20.00	90.00	18.00
26	68.00	70.00	18.00	20.00	90.00	18.00
27	70.00	72.00	18.00	20.00	90.00	18.00
28	72.00	74.00	18.00	20.00	90.00	18.00
29	74.00	76.00	18.00	20.00	90.00	18.00
30	76.00	78.00	18.00	20.00	90.00	18.00
31	78.00	80.00	18.00	20.00	90.00	18.00
32	80.00	82.00	18.00	20.00	90.00	18.00
33	82.00	84.00	18.00	20.00	90.00	18.00

LOT CORNER COORDINATES

LOT	NORTHING	EASTING
75	4370.7544	6033.1300
76	6215.7027	5976.1800
77	6155.0909	6041.7139
78	6072.1761	6040.0000
79	6026.2633	5767.9000
80	6029.3616	5666.3417
81	5775.8731	5794.7028
82	5777.9491	5671.6519
270	5650.7423	5942.7007
271	5936.2984	6078.7148
272	5768.7421	5921.4539

BUILDING ENVELOPE COORDINATES

CURVE NO.	NORTHING	EASTING
99	5637.2936	5974.4969
100	5665.2272	5637.8597
101	5603.1163	5613.1866
102	5698.8469	5792.7132
103	5936.9985	5717.0143
104	5950.3002	5800.1439
105	5980.3149	5846.8442
106	6009.0445	5950.4794
107	6036.9541	5920.2000
108	6078.2531	6011.2050
109	6109.2538	6007.0087
110	6131.7080	6105.9250
111	6156.8931	6116.5943
112	6178.7674	6176.4444
113	6200.4030	6206.8266
114	6015.8505	6118.5433
115	6007.0083	6074.4827
116	5978.4468	6035.7020
117	5974.0531	5863.1643
118	5999.4729	5927.4706
119	5663.8733	5904.1235
120	5668.1570	5840.3859
121	5659.0420	5795.9319
122	5657.5144	5773.9540
123	5651.7289	5770.3281



**SITE PLAN - NE QUADRANT
FOREST HILLS**

GREGORY & SULLIVAN
PROFESSIONAL SURVEYOR
LICENSE NO. 28122
SPALDING, DACEKER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810)550-5545

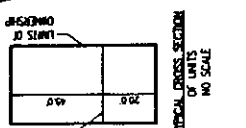
PROPOSED 01-01-94

SHEET 6 OF 13

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LOT AREA

LOT NO.	AREA
50	8,452
51	9,785
52	11,997
53	9,627
54	10,202
55	11,416
56	11,121
57	10,823
58	10,456
59	10,271
60	8,847
61	8,516
62	7,330

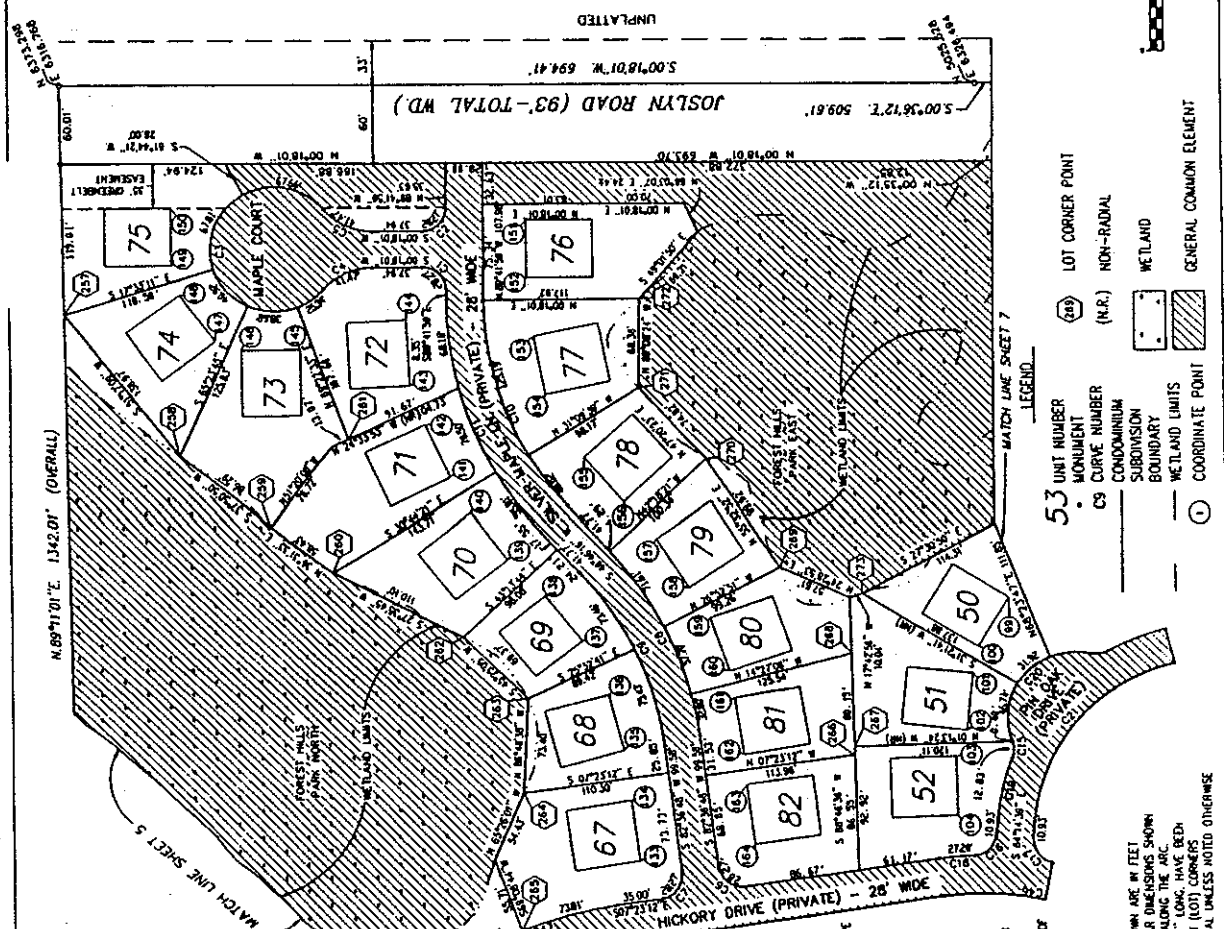


NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE DIMENSIONAL DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
2. 1/2" ROUN ROOFS, 18" LONG, HAVE BEEN PLACED AT ALL UNIT (LOT) CORNERS.
3. LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.

LEGEND

- 53 UNIT NUMBER MONUMENT
- CS CURVE NUMBER CONDOMINIUM SUBDIVISION
- BOUNDARY
- WETLAND LIMITS
- COORDINATE POINT
- LOT CORNER POINT (N.R.) NON-RADIAL
- WETLAND
- GENERAL COMMON ELEMENT



CURVE DATA

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD	CHORD BEARING
C1	18.00	18.00	12.24	18.93	12.24
C2	10.00	10.00	6.93	10.00	6.93
C3	10.00	10.00	6.93	10.00	6.93
C4	10.00	10.00	6.93	10.00	6.93
C5	10.00	10.00	6.93	10.00	6.93
C6	10.00	10.00	6.93	10.00	6.93
C7	10.00	10.00	6.93	10.00	6.93
C8	10.00	10.00	6.93	10.00	6.93
C9	10.00	10.00	6.93	10.00	6.93
C10	10.00	10.00	6.93	10.00	6.93
C11	10.00	10.00	6.93	10.00	6.93
C12	10.00	10.00	6.93	10.00	6.93
C13	10.00	10.00	6.93	10.00	6.93
C14	10.00	10.00	6.93	10.00	6.93
C15	10.00	10.00	6.93	10.00	6.93
C16	10.00	10.00	6.93	10.00	6.93
C17	10.00	10.00	6.93	10.00	6.93
C18	10.00	10.00	6.93	10.00	6.93
C19	10.00	10.00	6.93	10.00	6.93
C20	10.00	10.00	6.93	10.00	6.93
C21	10.00	10.00	6.93	10.00	6.93
C22	10.00	10.00	6.93	10.00	6.93
C23	10.00	10.00	6.93	10.00	6.93
C24	10.00	10.00	6.93	10.00	6.93
C25	10.00	10.00	6.93	10.00	6.93
C26	10.00	10.00	6.93	10.00	6.93
C27	10.00	10.00	6.93	10.00	6.93
C28	10.00	10.00	6.93	10.00	6.93
C29	10.00	10.00	6.93	10.00	6.93
C30	10.00	10.00	6.93	10.00	6.93
C31	10.00	10.00	6.93	10.00	6.93
C32	10.00	10.00	6.93	10.00	6.93
C33	10.00	10.00	6.93	10.00	6.93
C34	10.00	10.00	6.93	10.00	6.93
C35	10.00	10.00	6.93	10.00	6.93
C36	10.00	10.00	6.93	10.00	6.93
C37	10.00	10.00	6.93	10.00	6.93
C38	10.00	10.00	6.93	10.00	6.93
C39	10.00	10.00	6.93	10.00	6.93
C40	10.00	10.00	6.93	10.00	6.93
C41	10.00	10.00	6.93	10.00	6.93
C42	10.00	10.00	6.93	10.00	6.93
C43	10.00	10.00	6.93	10.00	6.93
C44	10.00	10.00	6.93	10.00	6.93
C45	10.00	10.00	6.93	10.00	6.93
C46	10.00	10.00	6.93	10.00	6.93
C47	10.00	10.00	6.93	10.00	6.93
C48	10.00	10.00	6.93	10.00	6.93
C49	10.00	10.00	6.93	10.00	6.93
C50	10.00	10.00	6.93	10.00	6.93

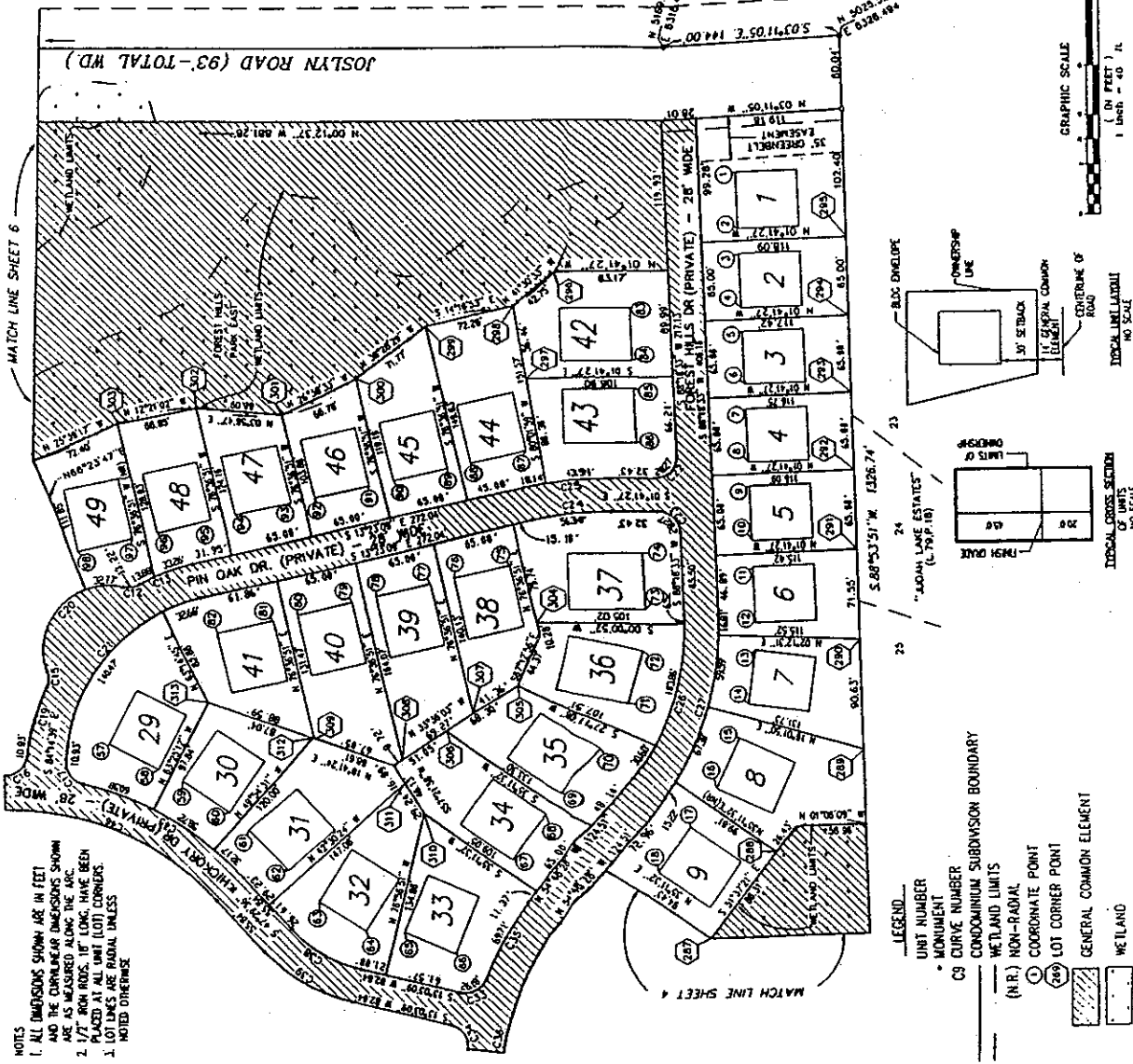
BUILDING ENVELOPE COORDINATES

POINT	NORTHING	EASTING
1	5746.0000	5706.8750
2	5746.0000	5706.8750
3	5746.0000	5706.8750
4	5746.0000	5706.8750
5	5746.0000	5706.8750
6	5746.0000	5706.8750
7	5746.0000	5706.8750
8	5746.0000	5706.8750
9	5746.0000	5706.8750
10	5746.0000	5706.8750
11	5746.0000	5706.8750
12	5746.0000	5706.8750
13	5746.0000	5706.8750
14	5746.0000	5706.8750
15	5746.0000	5706.8750
16	5746.0000	5706.8750
17	5746.0000	5706.8750
18	5746.0000	5706.8750
19	5746.0000	5706.8750
20	5746.0000	5706.8750
21	5746.0000	5706.8750
22	5746.0000	5706.8750
23	5746.0000	5706.8750
24	5746.0000	5706.8750
25	5746.0000	5706.8750
26	5746.0000	5706.8750
27	5746.0000	5706.8750
28	5746.0000	5706.8750
29	5746.0000	5706.8750
30	5746.0000	5706.8750
31	5746.0000	5706.8750
32	5746.0000	5706.8750
33	5746.0000	5706.8750
34	5746.0000	5706.8750
35	5746.0000	5706.8750
36	5746.0000	5706.8750
37	5746.0000	5706.8750
38	5746.0000	5706.8750
39	5746.0000	5706.8750
40	5746.0000	5706.8750
41	5746.0000	5706.8750
42	5746.0000	5706.8750
43	5746.0000	5706.8750
44	5746.0000	5706.8750
45	5746.0000	5706.8750
46	5746.0000	5706.8750
47	5746.0000	5706.8750
48	5746.0000	5706.8750
49	5746.0000	5706.8750

SITE PLAN - SE QUADRANT FOREST HILLS

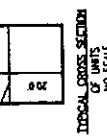
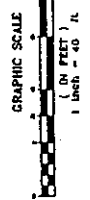
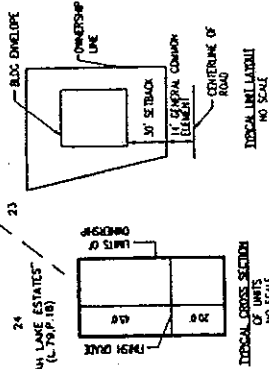
PROPOSED 01-01-94
SHEET 7 OF 13

POINT	NORTHING	EASTING
1	5746.0000	5706.8750
2	5746.0000	5706.8750
3	5746.0000	5706.8750
4	5746.0000	5706.8750
5	5746.0000	5706.8750
6	5746.0000	5706.8750
7	5746.0000	5706.8750
8	5746.0000	5706.8750
9	5746.0000	5706.8750
10	5746.0000	5706.8750
11	5746.0000	5706.8750
12	5746.0000	5706.8750
13	5746.0000	5706.8750
14	5746.0000	5706.8750
15	5746.0000	5706.8750
16	5746.0000	5706.8750
17	5746.0000	5706.8750
18	5746.0000	5706.8750
19	5746.0000	5706.8750
20	5746.0000	5706.8750
21	5746.0000	5706.8750
22	5746.0000	5706.8750
23	5746.0000	5706.8750
24	5746.0000	5706.8750
25	5746.0000	5706.8750
26	5746.0000	5706.8750
27	5746.0000	5706.8750
28	5746.0000	5706.8750
29	5746.0000	5706.8750
30	5746.0000	5706.8750
31	5746.0000	5706.8750
32	5746.0000	5706.8750
33	5746.0000	5706.8750
34	5746.0000	5706.8750
35	5746.0000	5706.8750
36	5746.0000	5706.8750
37	5746.0000	5706.8750
38	5746.0000	5706.8750
39	5746.0000	5706.8750
40	5746.0000	5706.8750
41	5746.0000	5706.8750
42	5746.0000	5706.8750
43	5746.0000	5706.8750
44	5746.0000	5706.8750
45	5746.0000	5706.8750
46	5746.0000	5706.8750
47	5746.0000	5706.8750
48	5746.0000	5706.8750
49	5746.0000	5706.8750



NOTES
 1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE DIMENSIONS DIMENSIONS SHOWN ARE AS MEASURED ALONG THE LINE.
 2. 1/2" ROW ROADS 10' WIDE HAVE BEEN PLACED AT ALL UNIT (LOT) CORNERS.
 3. LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.

- LEGEND —
- UNIT NUMBER
- MONUMENT
- C9 CURVE NUMBER
- CONDOMINIUM SUBDIVISION BOUNDARY
- WETLAND LIMITS
- (N.R.) NON-RADIAL
- COORDINATE POINT
- LOT CORNER POINT
- GENERAL COMMON ELEMENT
- WETLAND



ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY CROWN TOWNSHIP.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY

ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT Edison COMPANY

ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING

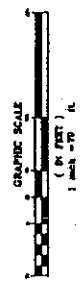
GAS, ELECTRIC AND TELEPHONE LINES WILL BE SHOWN ON AS-BUILT PLANS

EXISTING UTILITIES ARE SHOWN ACCORDING TO RECORDS OF FACILITIES ONLY.

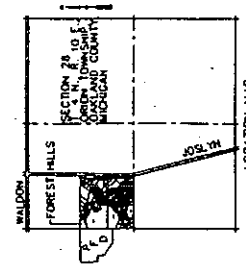
AS INCLDED BY THE RECORDS OF THE VARIOUS COMPANIES AND A GUARANTEE IS GIVEN AS TO THE COMPLETENESS OF ACCURACY THEREOF.

UTILITY MARKS TO SERVICE ALL UNITS MUST BE BUILT

INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.



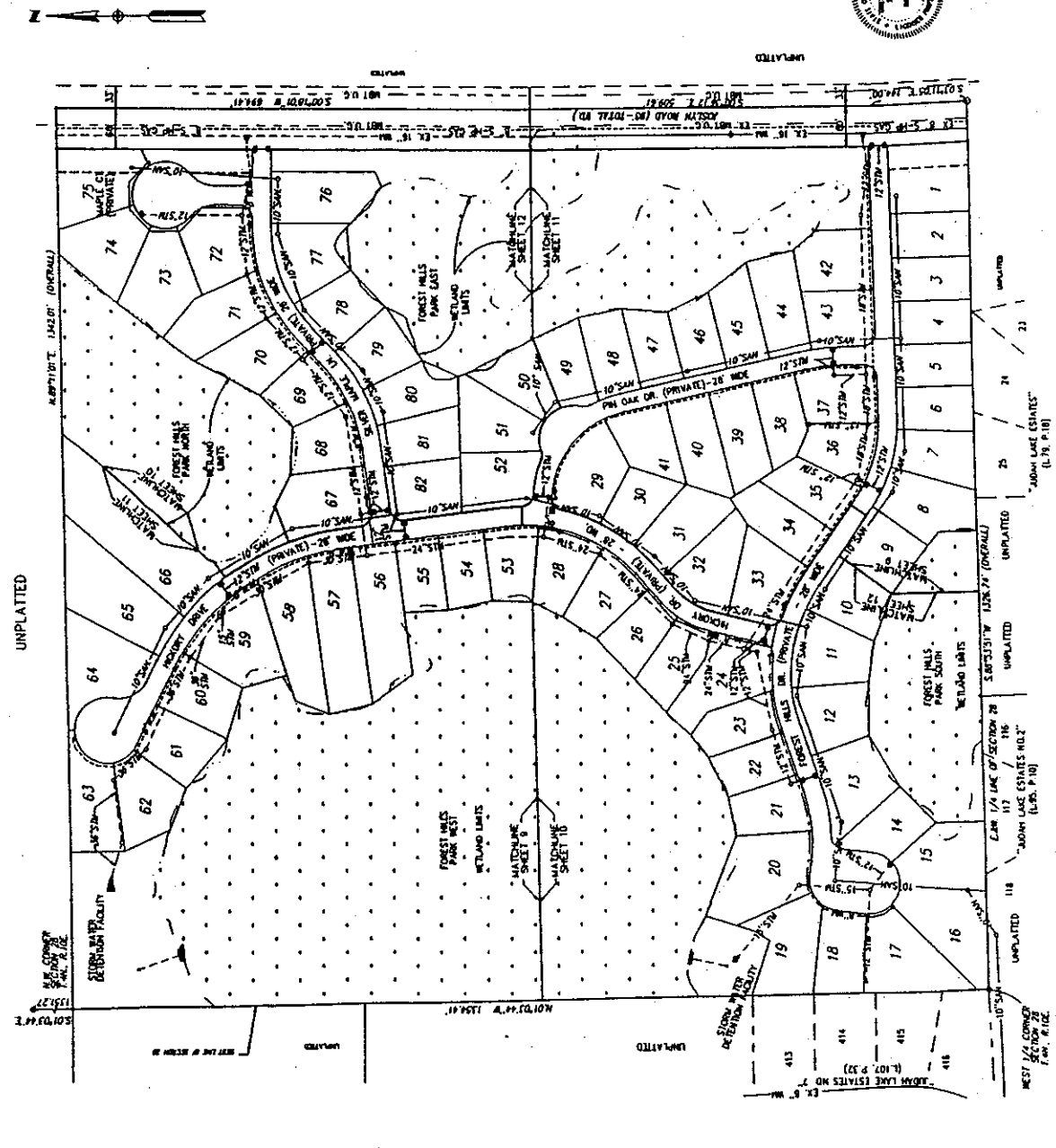
- LEGEND
- S.W. --- STORM SEWER
 - S.W. --- SANITARY SEWER
 - W.M. --- WATERMAIN
 - W.L. --- WETLAND LIMITS
 - || CATCH BASIN
 - o MANHOLE
 - o FIRE HYDRANT
 - o GATE VALVE & WELL
 - o UNIT MANHOLE
 - 5.3 CONDOMINIUM SUBDIVISION BOUNDARY



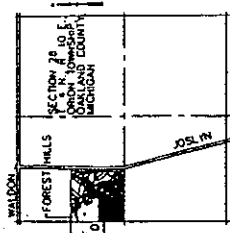
UTILITY PLAN COMPOSITE
FOREST HILLS



GREGORY B. SMITH
PROFESSIONAL ENGINEER
LICENSE NO. 78472
SPALDING, DEBENDER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5345



ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY ORION TOWNSHIP.
ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY
ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY
ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.
GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.
EXISTING UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES OR, I.
AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES, AND NO
GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.
UTILITY MAINS TO SERVICE ALL UNITS MUST BE BUILT.
INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.

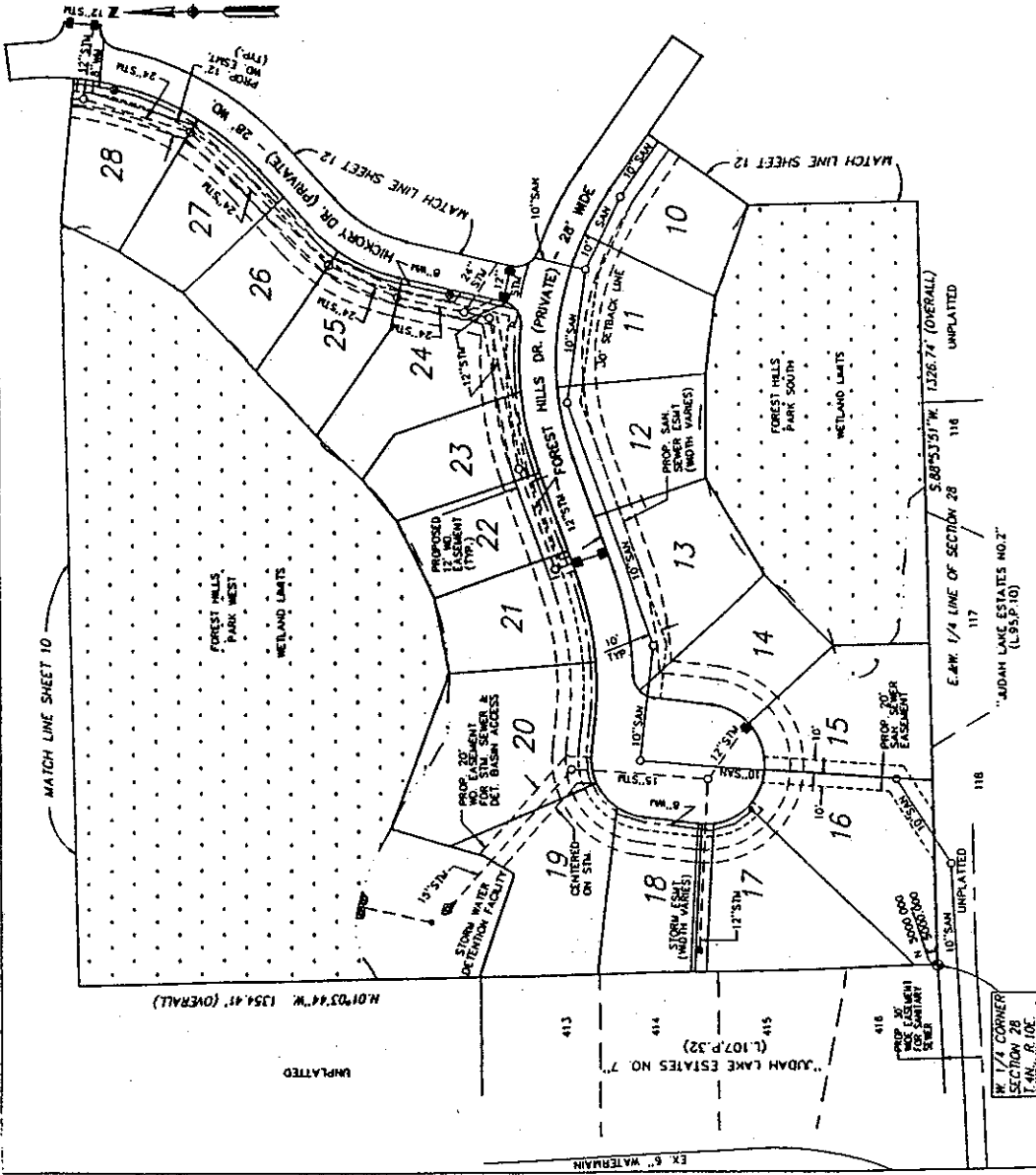
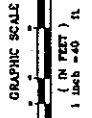


- LEGEND:
- STM --- STORM SEWER
 - SAN --- SANITARY SEWER
 - W --- WATERMAIN
 - W --- WETLAND LIMITS
 - --- CATCH BASIN
 - --- MANHOLE
 - --- FIRE HYDRANT
 - --- GATE VALVE & WELL
 - --- UNIT NUMBER
- 53
- CONDOMINIUM SUBDIVISION BOUNDARY

UTILITY PLAN - SW QUADRANT
FOREST HILLS



GREGORY B. SMITH
PROFESSIONAL ENGINEER
LICENSE NO. 28422
SPALDING, DICKER & ASSOCIATES, INC.
655 W 13 MILE ROAD
WADSWORTH HEIGHTS, MICHIGAN 48071
PHONE: (810)595-5545



ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY OSORN TOWNSHIP.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY

ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY

ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITELE.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.

GAS, ELECTRIC, AND TELEPHONE LINES WILL BE SHOWN ON AS-BUILT PLANS.

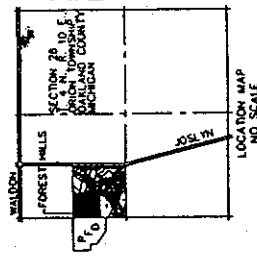
EXISTING UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY.

AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES, AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MARKS TO SERVICE ALL UNITS MUST BE BUILT.

INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.

- LEGEND
- STN
 - SAN
 - WM
 - STORM SEWER
 - SANITARY SEWER
 - WATERMAIN
 - WETLAND LIMITS
 - CATCH BASIN
 - MANHOLE
 - FIRE HYDRANT
 - GATE VALVE & WELL
 - 53 UNIT NUMBER
 - CONDOMINIUM SUBDIVISION BOUNDARY

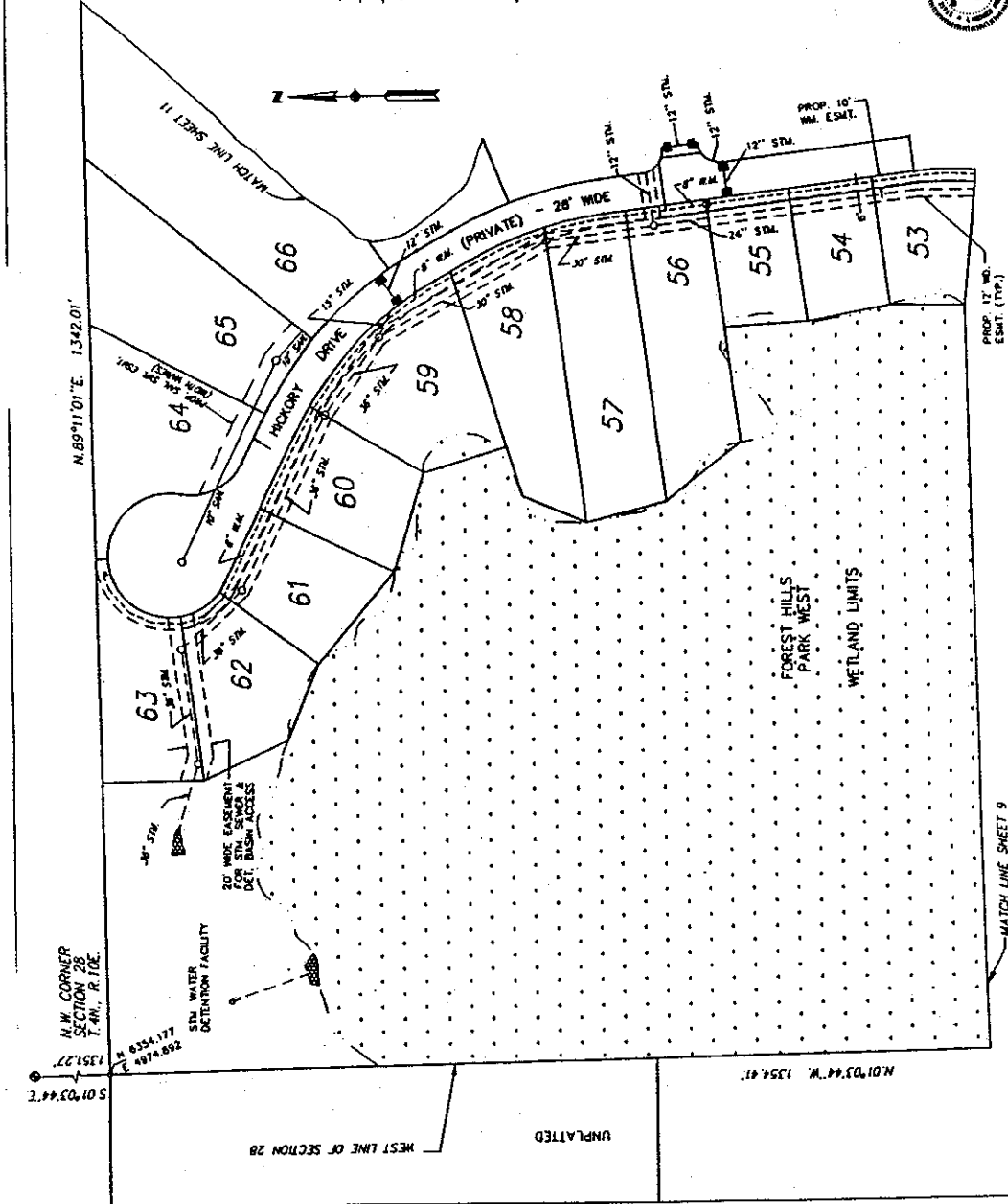


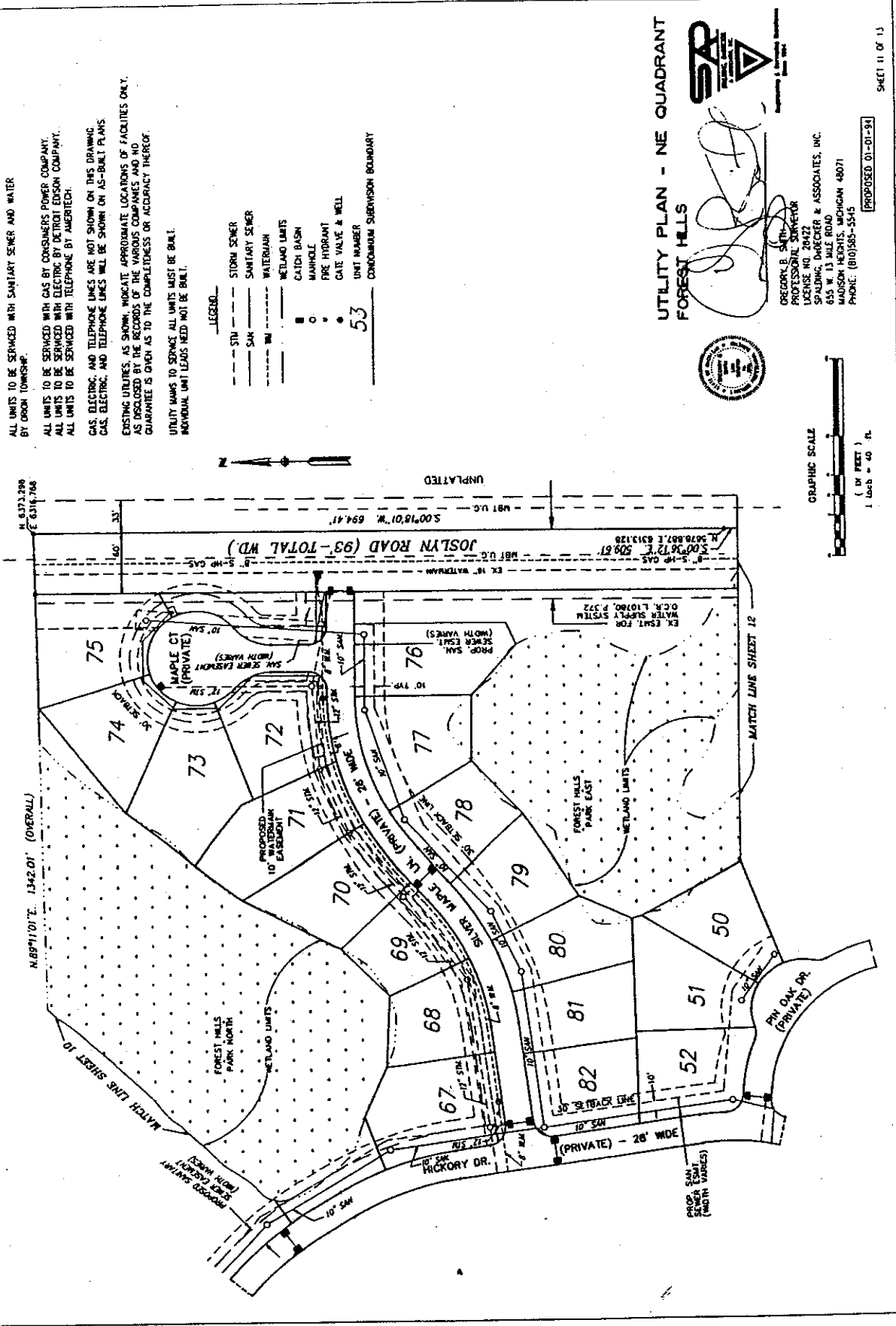
UTILITY PLAN - NW QUADRANT
FOREST HILLS



GREGORY S. SMITH
PROFESSIONAL ENGINEER
LICENSE NO. 74123
STANLEY, PARKER & ASSOCIATES, INC.
655 W. 11 MILE ROAD
ALPSON HEIGHTS, MICHIGAN 48071
PHONE: (810)585-5545

PROPOSED 01-01-93





ALL UNITS TO BE SERVED WITH SANITARY SEWER AND WATER BY OGDON TOWNSHIP.

ALL UNITS TO BE SERVED WITH GAS BY CONSUMERS POWER COMPANY. ALL UNITS TO BE SERVED WITH ELECTRIC BY DETROIT EDISON COMPANY. ALL UNITS TO BE SERVED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING. EXISTING UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND A WRITTEN GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MAINS TO SERVE ALL UNITS MUST BE BUILT. INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.

LEGEND

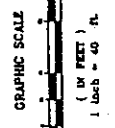
---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
---	WETLAND LIMITS
□	CATCH BASIN
○	MANHOLE
○	FIRE HYDRANT
○	GATE VALVE & WELL
53	UNIT NUMBER

CONDOMINIUM SUBDIVISION BOUNDARY

UTILITY PLAN - NE QUADRANT
FOREST HILLS

OSCAR B. SMITH
PROFESSIONAL SURVEYOR
LICENSE NO. 20427
SPALDING, DARCKER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5545

PROPOSED 01-01-81



ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY ORION TOWNSHIP.

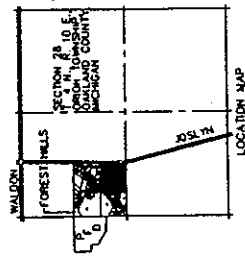
ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY. ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY. ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING. GAS, ELECTRIC, AND TELEPHONE LINES WILL BE SHOWN ON AS-BUILT PLANS. EXISTING UTILITIES AS SHOWN. INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MAINS TO SERVICE ALL UNITS MUST BE BALT. INDIVIDUAL UNIT LEADS NEED NOT BE BALT.

LEGEND

---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
---	METLAND LIMITS
○	CATCH BASIN
○	MANHOLE
○	FIRE HYDRANT
○	GATE VALVE & WELL
53	UNIT NUMBER
---	CONDOMINIUM SUBDIVISION BOUNDARY

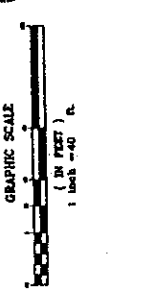
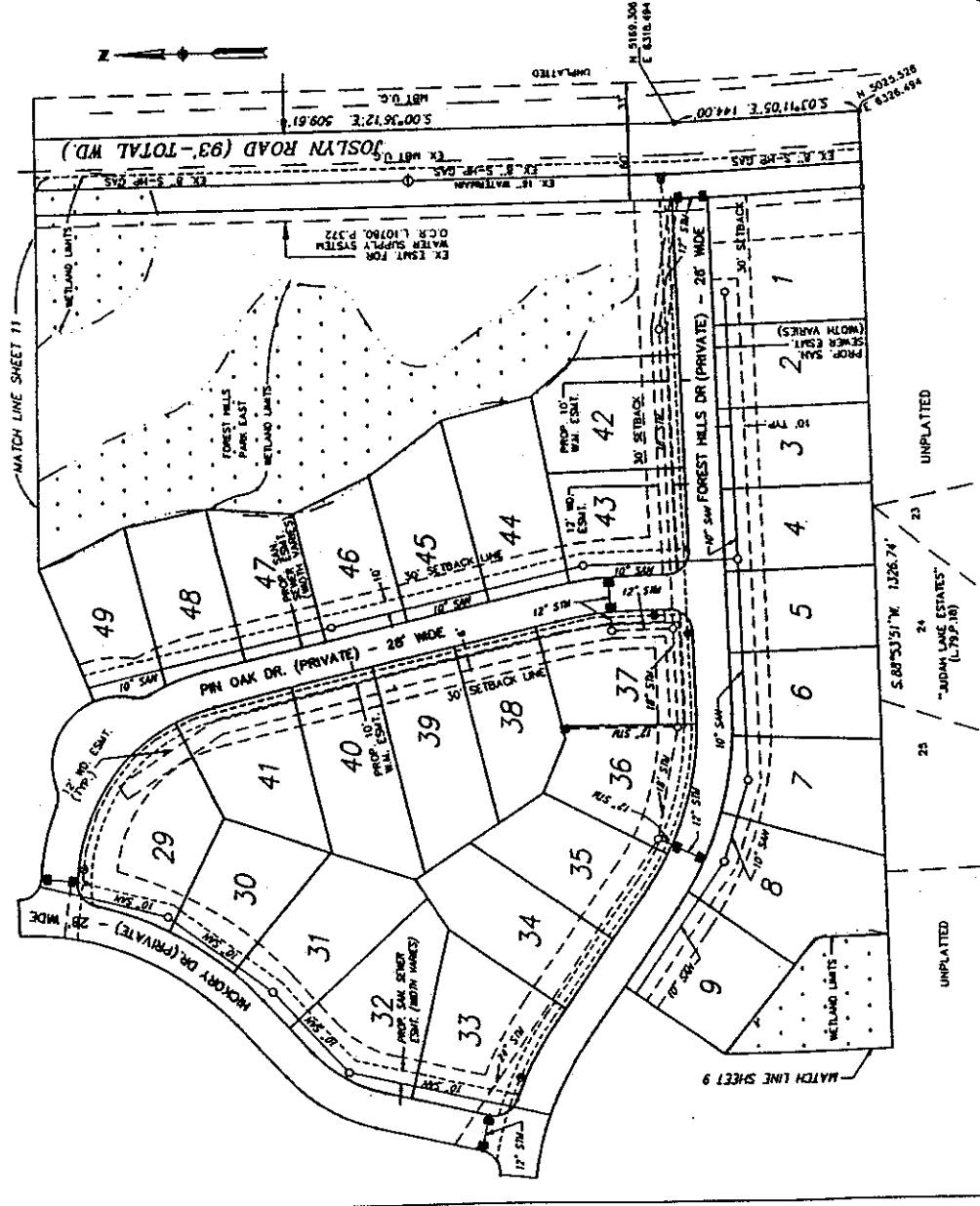


**UTILITY PLAN - SE QUADRANT
FOREST HILLS**

GREGORY E. SHUM
PROFESSIONAL SURVEYOR
LICENSE NO. 28422
SPALDING, DADECKER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
ADDFORD HEIGHTS, MICHIGAN 48071
PHONE: (810)385-5545

PROPOSED 01-01-94

SHEET 12 OF 13



PROPERTY DESCRIPTION PROPOSED FUTURE DEVELOPMENT

A PART OF THE NORTHEAST 1/4 OF SECTION 28, T.4N., R.10E., GRICK TOWNSHIP, CHANDLER COUNTY, ILLINOIS, COMMONLY KNOWN AS SIBBELL PARCEL NUMBERS 081-29-278-004 AND 081-29-278-005, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER, SECTION 29, T.4N., R.10E., THENCE ALONG THE EAST LINE OF SECTION 29, SAID LINE ALSO BEING THE WEST LINE OF FOREST HILLS CONDOMINIUMS (PROPOSED), N.00°43'30"W, 150.00 FEET TO THE EASTERLY MOST NORTHEAST CORNER OF JUDAH LAKE ESTATES #7 AS RECORDED IN LIBER 107, PAGES 32 AND 33, SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION N.89°01'10"W, 418.69 FEET; THENCE CONTINUING ALONG SAID NORTH LINE N.56°11'20"W, 491.95 FEET; THENCE N.00°20'40"W, 203.28 FEET; THENCE S.89°39'20"W, 200.00 FEET TO A POINT ON THE EAST LINE OF SAID SUBDIVISION; THENCE ALONG SAID EAST LINE N.00°20'40"W, 520.00 FEET TO THE NORTHERLY MOST NORTHEAST CORNER OF SAID SUBDIVISION; THENCE N.89°56'30"E, 1014.55 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29 AND THE WEST LINE OF SAID FOREST HILLS CONDOMINIUMS (PROPOSED); THENCE S.00°58'50"E, 1004.13 FEET ALONG THE SAID EAST LINE OF SECTION 29 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 19.92 ACRES OF LAND, MORE OR LESS, AND IS SUBJECT TO THOSE EASEMENTS AND RESTRICTIONS OF RECORD.

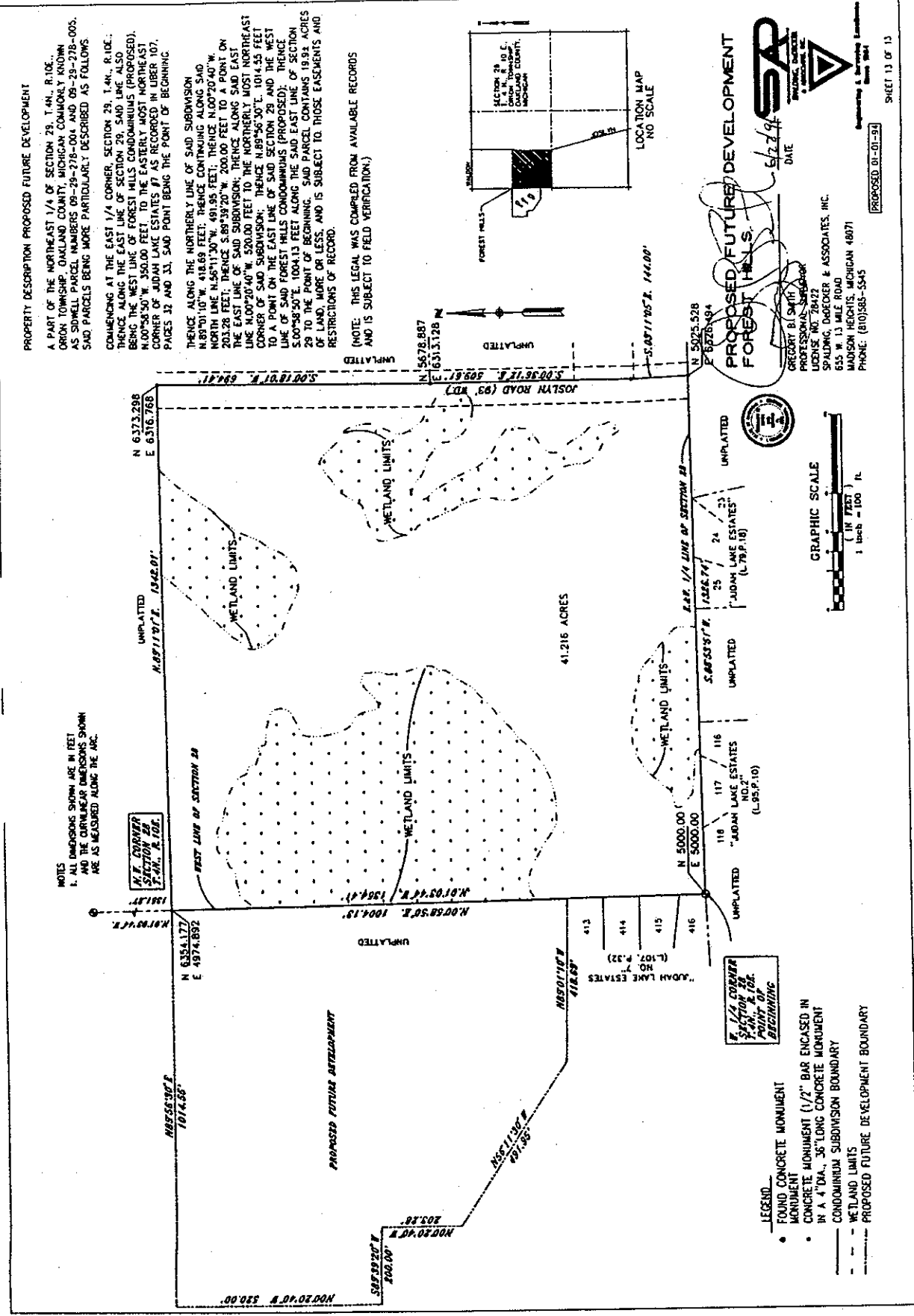
(NOTE: THIS LEGAL WAS COMPILED FROM AVAILABLE RECORDS AND IS SUBJECT TO FIELD VERIFICATION.)

NOTES
1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.

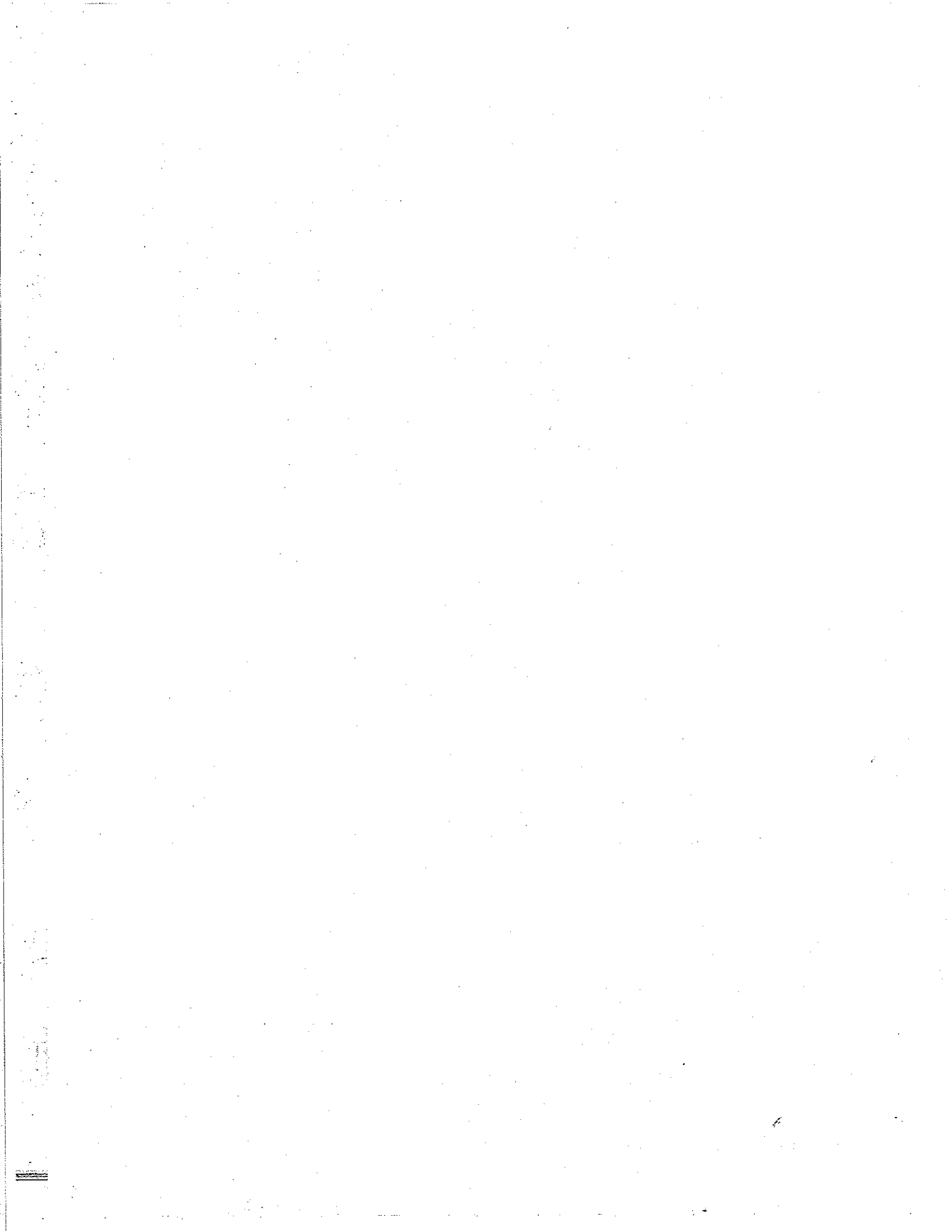
N.E. CORNER SECTION 28, T.4N., R.10E.

EAST 1/4 CORNER SECTION 29, T.4N., R.10E. POINT OF BEGINNING

- LEGEND
- FOUND CONCRETE MONUMENT
 - CONCRETE MONUMENT (1/2" BAR ENCASED IN A 4" DIA., 36" LONG CONCRETE MONUMENT)
 - CONDOMINIUM SUBDIVISION BOUNDARY
 - - - WETLAND LIMITS
 - - - PROPOSED FUTURE DEVELOPMENT BOUNDARY



PROPOSED 01-01-94



Nov 89 29 11 33

FIRST AMENDMENT TO MASTER DEED OF FOREST HILLS

Forest Hills Building Corporation, a Michigan corporation, whose address is 2555 Telegraph Road, Suite 470, Bloomfield Hills, Michigan 48302, being the Developer of Forest Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on July 18, 1994 in Liber 14839, Pages 196 through 268; Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 871, hereby amends the Master Deed of Forest Hills pursuant to the authority reserved in Article XI, Section 3 thereof and in Article XVI, Section 4 of the Bylaws attached thereto as Exhibit A, for the purposes of modifying Articles II, III, VI, VII, IX, X and XI of the Master Deed, modifying Articles II and VI of the Bylaws and correcting surveyor errors.

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit A thereto shall be amended in the following manner:

- 1. The legal description contained in Article II of the Master Deed for Forest Hills shall be replaced with the following:

Part of the northwest quarter of Section T4N, R10E, Orion Township, Oakland County, Michigan, described as:

Beginning at the west quarter corner of said Section 28; thence N 01° 03' 44" W 1354.41 feet along the west line of said Section 28, thence N 89° 11' 01" E 1342.01 feet (described as S 89° 39' 30" E 1340.14 feet) to a point on the centerline of Joslyn Road; thence along the centerline of Joslyn Road the following three (3) courses, S 00° 18' 01" W (described as S 00° 47' 15" W) 694.42 feet S 00° 36' 12" E 509.61 feet and S 03° 11' 05" E 144.00 feet to a point on the east/west 1/4 line of said section 28; thence S 88° 53' 51" W 1326.74 feet along said east/west line to the point of beginning. Containing 41.2 acres of land, more or less. Subject to the rights of the public over the westerly 60 feet for Joslyn Road. Also subject to any and all easements and restrictions of record and governmental limitations.

RECEIVED
RECORDING
REMONUMENTATION
NOV 29 10:17 A.M.
PAID
LYNN D. GILLEN, CLERK/REGISTER OF DEEDS
RECEIPT# 39A
RECORDED - OAKLAND COUNTY

ENT Forest Hills Condo. 9000871
Occp # 871
units 1-82 09-28-101-003

OK - T. SMITH

Patent Parcel

O.K. - LM

4500
24

2. Article III of the Master Deed for Forest Hills shall be amended by the addition thereto of the following Section 16.

Section 16. Township. "Township" means the Charter Township of Orion, Oakland County, Michigan. Where Township approval is required pursuant to the Master Deed and Bylaws, it shall be granted by the Township Board of the Township unless the Board has designated another individual or committee to serve such function.

3. Article VI of the Master Deed of Forest Hills shall be amended by replacing the introductory paragraph thereunder with the following:

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act, this Article and subject to the approval of the Township; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

4. The legal description contained in Article VII, Section 1 of the Master Deed for Forest Hills shall be replaced with the following:

A part of the Northeast $\frac{1}{4}$ of Section 29, T.4N., R.10E., Orion Township, Oakland County, Michigan commonly known as sidwell parcel numbers 09-29-278-004 and 09-29-278-005, said parcels being more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner, Section 29, T.4N., R.10E.; thence along the East line of Section 29, said line also being the West line of Forest Hills, N. $01^{\circ}03'44''$ W. 350.00 feet to the Easterly most Northeast corner of Judah Lake Estates #7 as recorded in Liber 107, pages 32 and 33, said point being the point of beginning:

Thence along the Northerly line of said subdivision N. $89^{\circ}06'04''$ W. 418.69 feet; thence continuing along said North line N. $56^{\circ}16'24''$ W. 491.95 feet; thence N. $00^{\circ}25'34''$ W. 203.28 feet; thence S. $89^{\circ}34'26''$ W. 200.00 feet to a point on the East line; thence N. $00^{\circ}25'34''$ W. 520.00 feet to the Northerly most Northeast corner of said subdivisions; thence N. $89^{\circ}51'36''$ E. 1014.55 feet to a point on the East line of said Section 29 and the West line of said Forest Hills (proposed); thence S. $01^{\circ}03'44''$ E. 1004.14 feet

along the said East line of Section 29 to the point of beginning. Said parcel contains 19.9± acres of land, more or less, and is subject to those easements and restrictions of record, except therefrom that portion of such land that is included in the land described in Article II of this Master Deed as it may from time to time be amended (hereinafter referred to as "area of future development").

5. Article IX, Section 1 of the Master Deed for Forest Hills shall be amended by the addition to Section 1 thereunder of the following sentence.

All such amendments shall also be subject to the approval of the Township.

6. Article X of the Master Deed for Forest Hills shall be amended by the addition thereto of the following Sections 8, 9 and 10.

Section 8. Storm Sewer Easement and System. The Association shall have an easement over certain Units as depicted on Exhibit B attached hereto for the purpose of maintaining, repairing and replacing the storm sewer and improvements servicing the same, as well as for the purpose of gaining access to the "Detention" facility, also depicted on Exhibit B. The costs of maintenance, repair and replacement of the storm sewer system as depicted on the Condominium Subdivision Plan, including, without limitation, the Detention facilities, shall be borne by the Association. In the event that the Association fails to provide adequate maintenance, repair or replacement of the storm sewer system, the Charter Township of Orion may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Charter Township of Orion tax roll. To undertake any such maintenance, repair or replacement, the Township shall be permitted to use the same easements reserved for the benefit of the Association for the same purpose.

Section 9. Emergency Vehicle Access Easement. There shall exist for the benefit of the Charter Township of Orion or any emergency service agency, an easement

over all roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owner thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

Section 10. Private Roads. The private roads as shown on the Condominium Subdivision Plan will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association, until such time, if ever, the roads are dedicated to the public. It is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. In the event that the Association fails to provide adequate maintenance, repair, or replacement of the herein mentioned private roads, the Charter Township of Orion may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, or replacement and the costs thereof plus a 25% administrative fee may be assessed against the Co-owners and collected as a special assessment on the next annual Charter Township of Orion tax roll.

7. Article XI of the Master Deed of Forest Hills shall be amended by the addition thereto of the following Section 7.

Section 7. Township Approval. Anything herein to the contrary notwithstanding, no portion of the Master Deed and Bylaws that grants any right of approval without the consent of the Township shall be amended or recorded without the consent of the Township. Without limitation, among the provisions which may not be amended or revoked without Township approval are the following: Article III, Section 16, Article VI, Article IX, Section 1, Article X, Sections 8, 9 and 10, Article XI, Section 7 of the Master Deed, and Article II, Section 2(b) and Article VI, Sections 16 and 18 of the Bylaws.

8. Article II, Section 2(b) of the Bylaws of Forest Hills shall be revised by the addition thereto of the following sentence.

This Section 2(b) shall not apply to special assessments levied by the Charter Township of Orion as authorized by applicable provisions of the Master Deed.

9. Article VI, Section 16 of the Bylaws of Forest Hills shall be amended by replacing the last sentence in this Section 16 with the following:

Additionally, the construction of structures, including decks appurtenant thereto, within areas designated on Exhibit B hereto as wetlands is prohibited; provided, however, decks can be cantilevered over the wetlands so long as vegetation is not disturbed. All wetlands in the Development shall be subject to Township Wetlands Ordinance, Ordinance No. 107.

10. Article VI of the Bylaws of Forest Hills shall be amended by the addition thereto with the following Section 18.

Section 18. Setbacks and Other Requirements. The provisions of the Orion Township Zoning Ordinance (Ordinance No. 78, as amended) regarding minimum floor area per dwelling unit and maximum height of buildings shall apply to the Condominium Development. For purposes of applying these ordinance provisions to the Condominium Development, the following shall apply:

1. The term "lot" as used in the Zoning Ordinance shall mean the Unit or the Unit's appurtenant Limited Common Element yard area, if any.

2. The term "front lot line" as used in the Zoning Ordinance shall mean the line separating the Unit's appurtenant Limited Common Element yard area or the Unit from the area of land which is a General Common Element within which a roadway is contained.

This Section shall not be amended nor any exceptions granted hereto which would reduce any setback or other requirements below prevailing standards under the Ordinance without the approval of Orion Township.

Notwithstanding the setbacks as depicted on Exhibit B hereto, the minimum setback to any wetland boundary is 25 feet, except with respect to the following Units:

<u>Unit No.</u>	<u>Minimum Wetland Set back</u>	<u>Unit No.</u>	<u>Minimum Wetland Setback</u>
9	15.8'	10	14.8'
12	17.7'	13	10.2'
14	14.4'	15	17.5'
50	14.1'	55	17.5'
53	20.0'	62	21.1'
59	21.0'	68	8.7'
69	12.7'	77	8.5'
78	14.7'	79	20.0'
80	14.0'		

11. Amended Sheets 1 through 13 of the Condominium Subdivision Plan of Forest Hills, as attached hereto, shall replace and supersede Sheets 1 through 13 of the Condominium Subdivision Plan of Forest Hills and the originally recorded Sheets 1 through 13 shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Forest Hills, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated November 4, 1994.

WITNESSES:

FOREST HILLS BUILDING CORPORATION, a Michigan corporation

John P. O'Meara
John P. O'Meara

By: Linda W. Jaikins
Linda W. Jaikins
Its: President

Catherine Kim Shierk
Catherine Kim Shierk

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to Master Deed of Forest Hills was acknowledged before me this 4th day of November, 1994, by Linda W. Jaikins, the President of Forest Hills Building Corporation, a Michigan corporation, on behalf of the corporation.

Catherine Kim Shierk

Notary Public, _____ County,
Michigan

My commission expires: _____

CATHERINE KIM SHIERK

Notary Public, Oakland County, MI

My Commission Expires July 30, 1997

First Amendment to Master Deed drafted by:

C. Kim Shierk of DYKEMA GOSSETT PLLC
1577 North Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

When recorded, return to drafter

(9594)

AMENDMENT No. 1 TO,
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 871
EXHIBIT B TO THE AMENDED MASTER DEED OF
FOREST HILLS
ORION TOWNSHIP, MICHIGAN

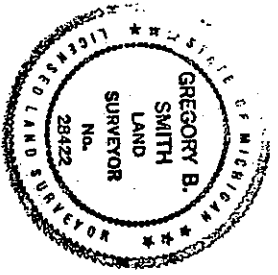
DEVELOPER,
FOREST HILLS BUILDING CORPORATION
2555 S. TELEGRAPH SUITE 470
BLOOMFIELD HILLS, MICHIGAN 48302

SURVEYOR,
SPALDING, DODECKER & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071

PROPERTY DESCRIPTION:

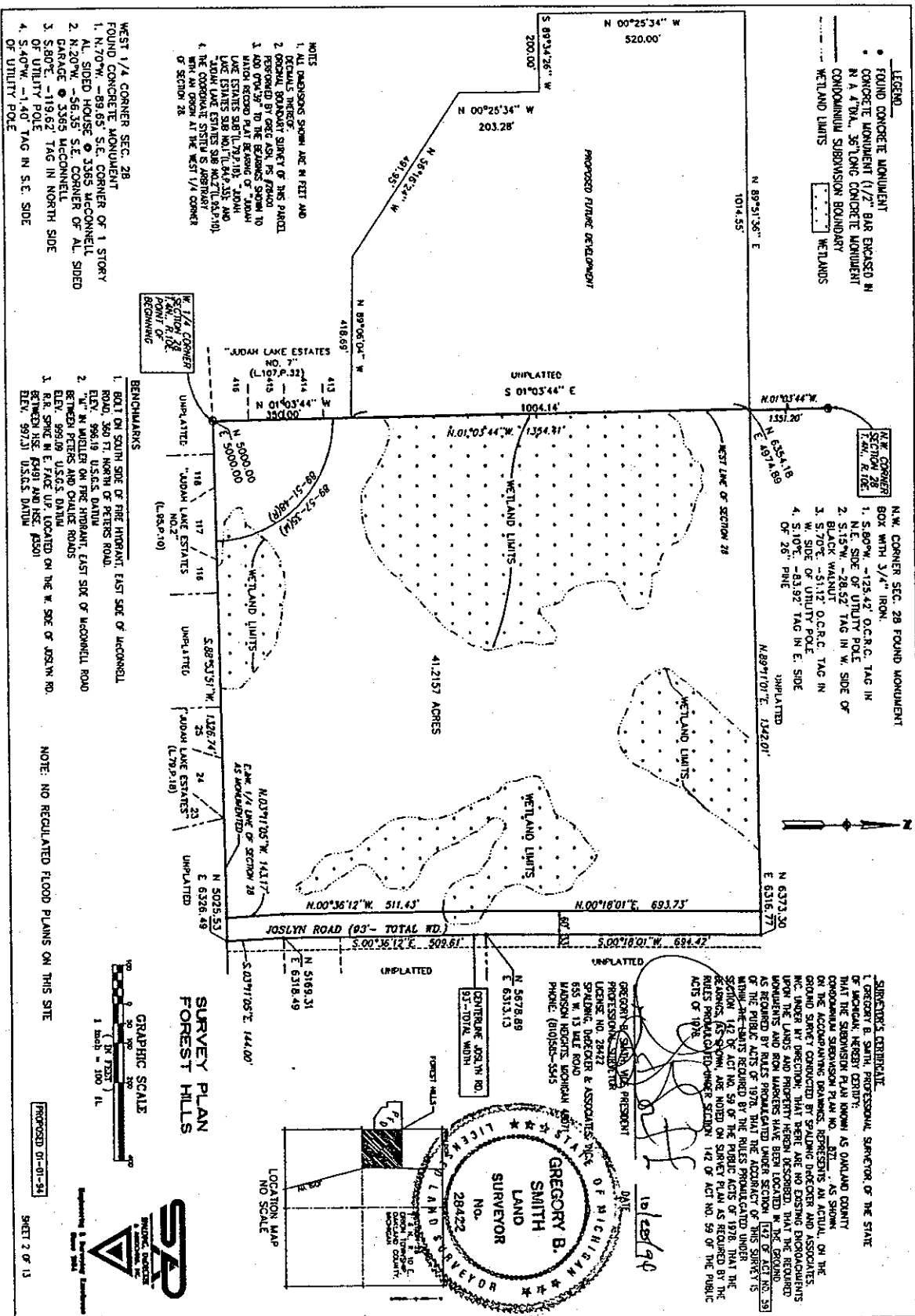
PART OF THE NORTHWEST QUARTER OF SECTION 28, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE N.01°03'44"W. 1354.41 FEET ALONG THE WEST LINE OF SAID SECTION 28; THENCE N.89°11'01"E. 1342.01 FEET (DESCRIBED AS S.89°39'30"E. 1340.14 FEET) TO A POINT ON THE CENTERLINE OF JOSLYN ROAD; THENCE ALONG THE CENTERLINE OF JOSLYN ROAD THE FOLLOWING THREE (3) COURSES, S.00°18'01"W. (DESCRIBED AS S.00°47'15"W.) 694.42 FEET, S.00°36'12"E. 809.61 FEET AND S.03°11'05"E. 144.00 FEET TO A POINT ON THE EAST/WEST 1/4 LINE OF SAID SECTION 28; THENCE S.88°53'51"W. 1326.74 FEET ALONG SAID EAST/WEST 1/4 LINE TO THE POINT OF BEGINNING, CONTAINING 41.2 ACRES OF LAND, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET FOR JOSLYN ROAD, ALSO SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD AND GOVERNMENTAL LIMITATIONS.

- SHEET INDEX
- 1 OVER SHEET
 - 2 SURVEY PLAN
 - 3 SHE PLAN COMPOSITE
 - 4 SHE PLAN - SW QUADRANT
 - 5 SHE PLAN - SE QUADRANT
 - 6 SHE PLAN - NW QUADRANT
 - 7 SHE PLAN - NE QUADRANT
 - 8 UTILITY PLAN COMPOSITE
 - 9 UTILITY PLAN - SW QUADRANT
 - 10 UTILITY PLAN - SE QUADRANT
 - 11 UTILITY PLAN - NW QUADRANT
 - 12 UTILITY PLAN - NE QUADRANT
 - 13 PROPOSED FUTURE DEVELOPMENT
- REVISION 10-1-84



[Signature]
 GREGORY B. SMITH, JACE PRESIDENT
 PROFESSIONAL SURVEYOR
 REGISTRATION NO. 28422
 SPALDING, DODECKER & ASSOCIATES, INC.
 655 W. 13 MILE ROAD
 MADISON HEIGHTS, MICHIGAN 48071
 PHONE: (810) 585-5945

PROPOSED 01-01-84



- LEGEND**
- FOUND CONCRETE MONUMENT
 - CONCRETE MONUMENT (1/2" BAR EXPOSED IN N 1/4 CORNER)
 - CONDOMINIUM SUBDIVISION BOUNDARY
 - WETLAND LIMITS
 - WETLANDS

- NOTES**
- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL THEREOF.
 - GENERAL BOUNDARY SURVEY OF THIS PARCEL PERFORMED BY GREG B. SMITH, P.S. 7/20/00.
 - ADD OVERLAY TO THE BEYONDS SHOWN TO WHICH RECORD PLAT BEARING OF ADJACENT LAND ESTATES BEHOLDERS HAS BEEN MADE.
 - ADJACENT LAND ESTATES ARE NOTED TO BE WITHIN AN ODOM AT THE WEST 1/4 CORNER OF SECTION 28.

- WEST 1/4 CORNER SEC. 28 FOUND CONCRETE MONUMENT**
- N. 70°17' - 89.65' S.E. CORNER OF 1 STORY AL. SIDED HOUSE @ 1365 MCCONNELL.
 - N. 70°17' - 56.35' S.E. CORNER OF AL. SIDED GARAGE @ 1365 MCCONNELL.
 - S. 80°17' - 119.62' TAG IN NORTH SIDE OF UTILITY POLE.
 - S. 40°17' - 140' TAG IN S.E. SIDE OF UTILITY POLE.

- BENCHMARKS**
- ROBT ON SOUTH SIDE OF FRIE MERCHANT, EAST SIDE OF MCCONNELL ROAD, 360 FT. NORTH OF PETERS ROAD. ELEV. 998.19 U.S.G.S. DATUM.
 - "W" W. WHEELER ON FRIE MERCHANT, EAST SIDE OF MCCONNELL ROAD. ELEV. 999.09 U.S.G.S. DATUM.
 - R.R. SPUR IN EAST CORNER LOCATED ON THE W. SIDE OF JOSEPH RD. ELEV. 997.31 U.S.G.S. DATUM.

NOTE: NO REGULATED FLOOD PLANS ON THIS SITE

GRAPHIC SCALE
1 inch = 100' ft.

PROPOSED 01-01-94

SHEET 2 OF 13

SURVEYOR'S CERTIFICATE

I, GREGORY B. SMITH, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 271, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS AN ACTUAL, ON THE GROUND SURVEY CONDUCTED BY SAYLORING DEVELOPER AND ASSOCIATES, INC. UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES, UNLESS THE SAME AND INTERESTS HAVE BEEN LOCATED IN THE RECORDS AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS GUARANTEED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEYONDS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

GREGORY B. SMITH
LAND SURVEYOR
No. 28422
LICENSE NO. 28422
95-10714 W/TH

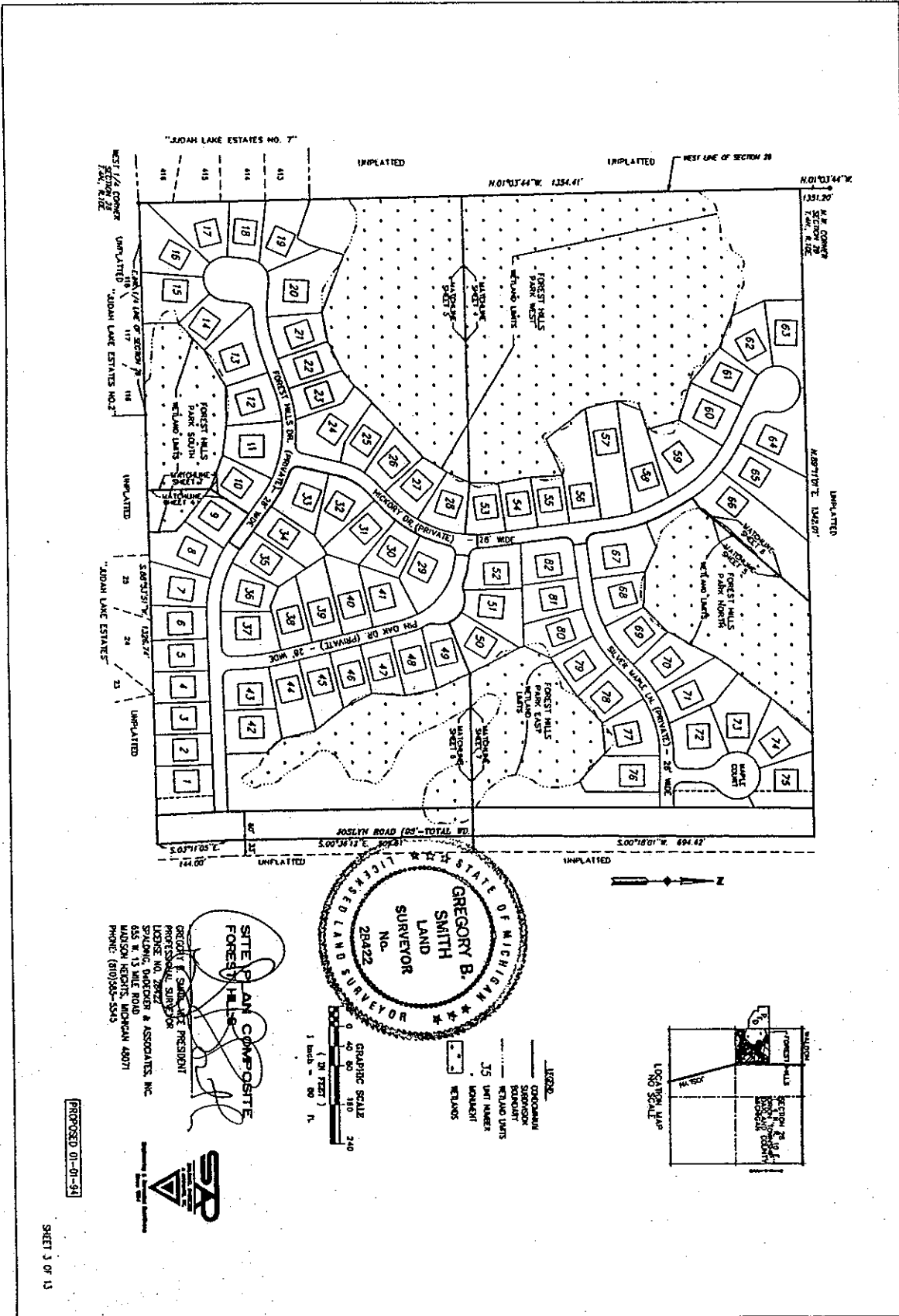
DATE: 12/28/90

LOCATION MAP NO. SCALE:

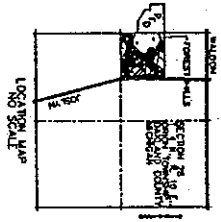
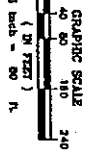
UNPLATTED areas are indicated on the map.

WETLAND LIMITS are shown with dotted lines.

JOSLYN ROAD (93' - TOTAL WD.) is shown at the bottom of the map.

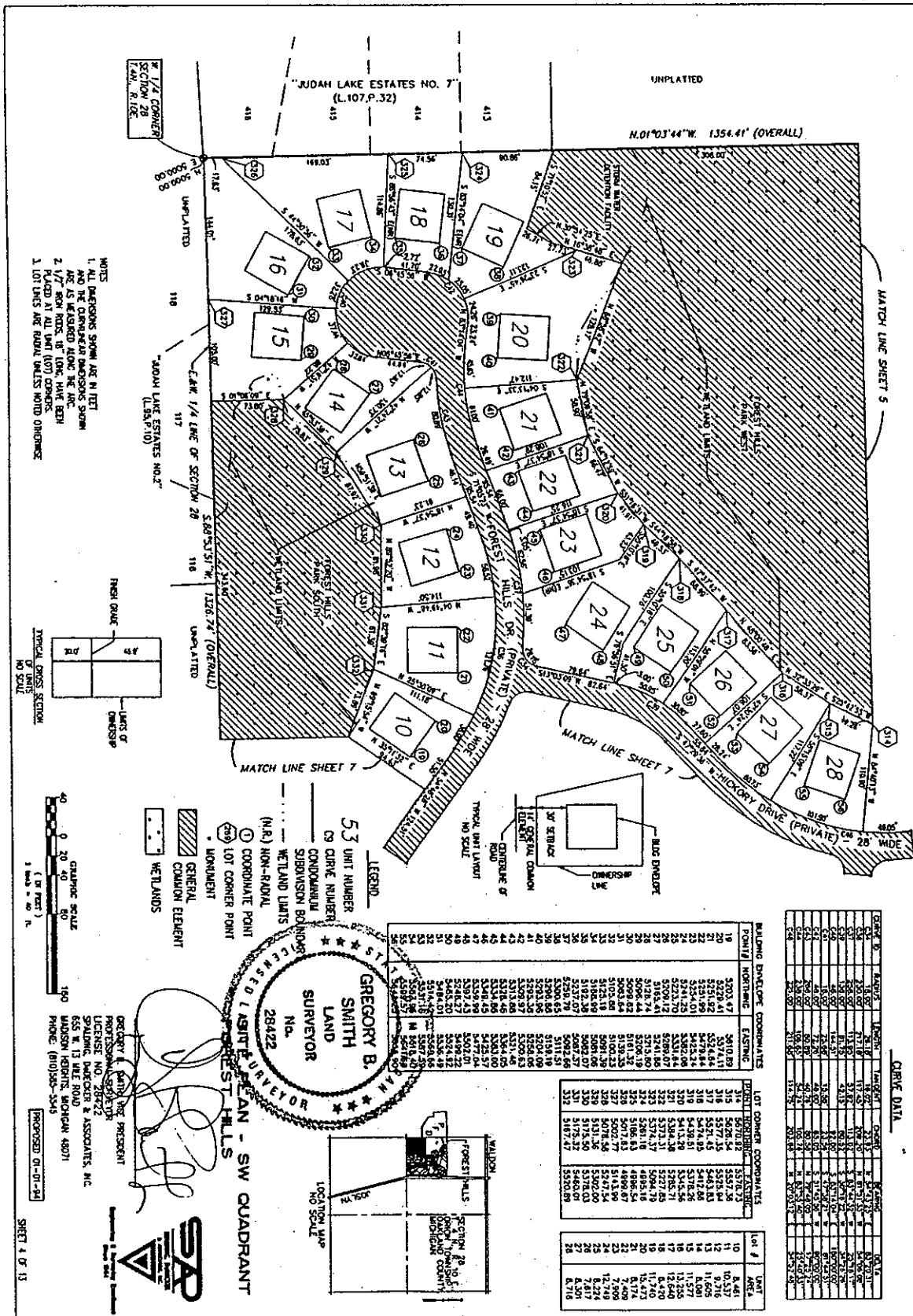


STATE OF MICHIGAN
 GREGORY B. SMITH
 LAND SURVEYOR
 NO. 28422
 LICENSED LAND SURVEYOR

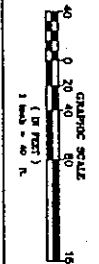
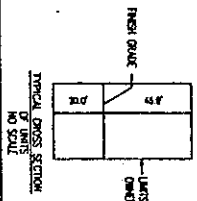


SITE PLAN COMPOSITE
 FOREST HILLS
 GREGORY B. SMITH, PRESIDENT
 LICENSE NO. 28422
 SPADONIC, ENGINEER & ASSOCIATES, INC.
 655 N. 13 MILE ROAD
 ANDISON HEIGHTS, MICHIGAN 48071
 PHONE: (810) 544-5545

PROPOSED 01-01-94

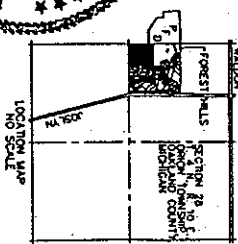


NOTES
 1. ALL DIMENSIONS SHOWN ARE IN FEET
 AND THE CORNER MARKERS SHOWN
 ARE THE CORNER MARKERS SHOWN
 2. THE NEW BARS OF IRON HAVE BEEN
 PLACED AT ALL UNIT (50) CORNERS
 3. LOT LINES ARE BOUND WALLS UNLESS NOTED OTHERWISE



- LEGEND
- 53 UNIT NUMBER
 - 09 CURVE NUMBER
 - CONDOMINIUM SUBDIVISION BOUNDARY
 - WETLAND UNITS
 - (H.R.) NON-RADIAL
 - COORDINATE POINT
 - LOT CORNER POINT
 - MONUMENT
 - GENERAL COMMON ELEMENT
 - WETLANDS

GREGORY B. SMITH
 LAND SURVEYOR
 No. 28422
 FOREST HILLS
 SW QUADRANT



CRACK DATA

CRACK NO.	LENGTH	WIDTH	DEPTH	LOCATION	DATE
1	10.00	0.10	0.10	LOT 10	11/15/05
2	15.00	0.15	0.15	LOT 11	11/15/05
3	20.00	0.20	0.20	LOT 12	11/15/05
4	25.00	0.25	0.25	LOT 13	11/15/05
5	30.00	0.30	0.30	LOT 14	11/15/05
6	35.00	0.35	0.35	LOT 15	11/15/05
7	40.00	0.40	0.40	LOT 16	11/15/05
8	45.00	0.45	0.45	LOT 17	11/15/05
9	50.00	0.50	0.50	LOT 18	11/15/05
10	55.00	0.55	0.55	LOT 19	11/15/05
11	60.00	0.60	0.60	LOT 20	11/15/05
12	65.00	0.65	0.65	LOT 21	11/15/05
13	70.00	0.70	0.70	LOT 22	11/15/05
14	75.00	0.75	0.75	LOT 23	11/15/05
15	80.00	0.80	0.80	LOT 24	11/15/05
16	85.00	0.85	0.85	LOT 25	11/15/05
17	90.00	0.90	0.90	LOT 26	11/15/05
18	95.00	0.95	0.95	LOT 27	11/15/05
19	100.00	1.00	1.00	LOT 28	11/15/05

BUILDING DEVELOPER COORDINATES

POINT#	NORTHING	EASTING
19	5202.47	5910.89
20	5229.41	5910.89
21	5256.35	5910.89
22	5283.29	5910.89
23	5310.23	5910.89
24	5337.17	5910.89
25	5364.11	5910.89
26	5391.05	5910.89
27	5417.99	5910.89
28	5444.93	5910.89
29	5471.87	5910.89
30	5498.81	5910.89
31	5525.75	5910.89
32	5552.69	5910.89
33	5579.63	5910.89
34	5606.57	5910.89
35	5633.51	5910.89
36	5660.45	5910.89
37	5687.39	5910.89
38	5714.33	5910.89
39	5741.27	5910.89
40	5768.21	5910.89
41	5795.15	5910.89
42	5822.09	5910.89
43	5849.03	5910.89
44	5875.97	5910.89
45	5902.91	5910.89
46	5929.85	5910.89
47	5956.79	5910.89
48	5983.73	5910.89
49	6010.67	5910.89
50	6037.61	5910.89
51	6064.55	5910.89
52	6091.49	5910.89
53	6118.43	5910.89

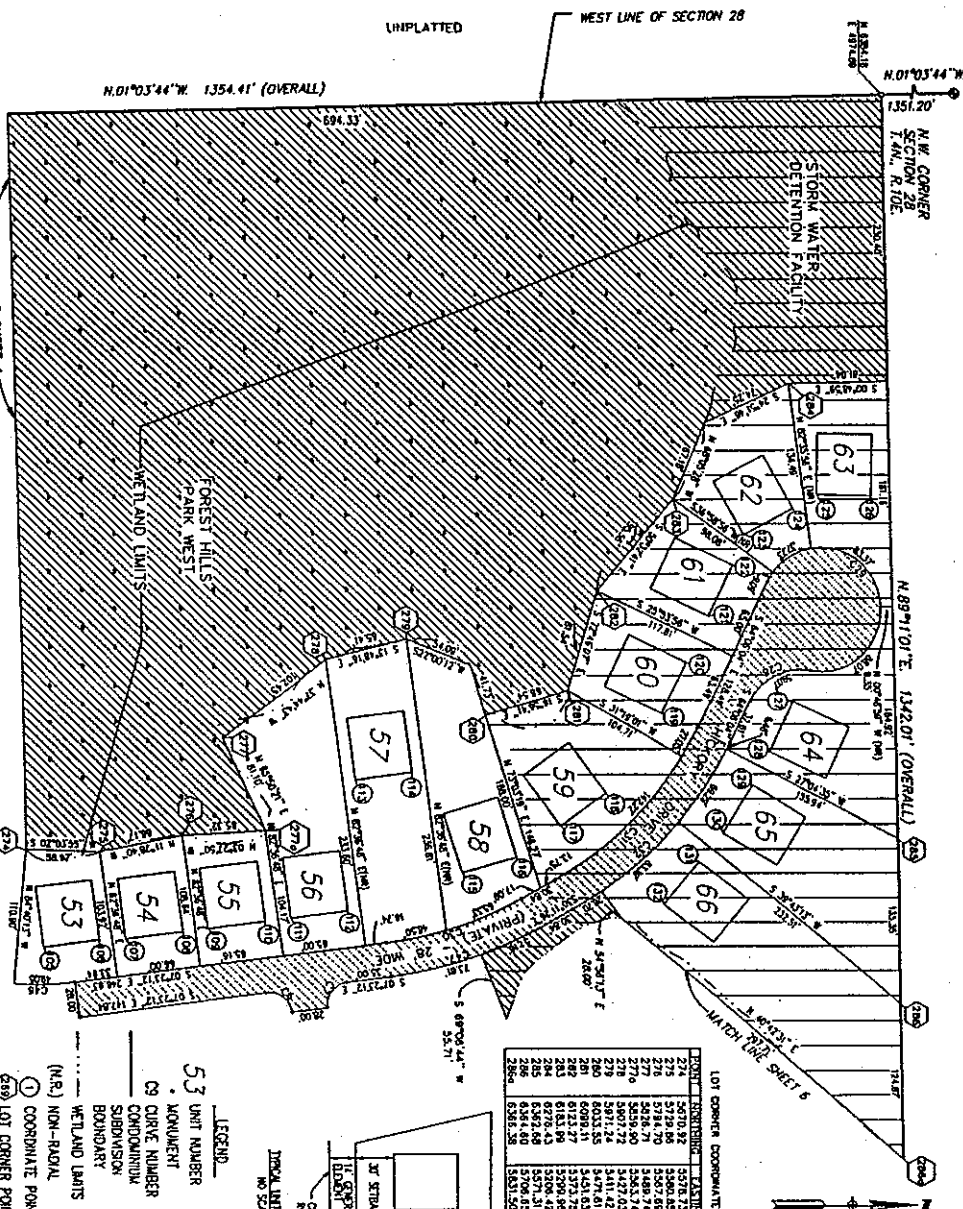
LOT CORNER COORDINATES

LOT #	NORTHING	EASTING
10	5202.47	5910.89
11	5229.41	5910.89
12	5256.35	5910.89
13	5283.29	5910.89
14	5310.23	5910.89
15	5337.17	5910.89
16	5364.11	5910.89
17	5391.05	5910.89
18	5417.99	5910.89
19	5444.93	5910.89
20	5471.87	5910.89
21	5498.81	5910.89
22	5525.75	5910.89
23	5552.69	5910.89
24	5579.63	5910.89
25	5606.57	5910.89
26	5633.51	5910.89
27	5660.45	5910.89
28	5687.39	5910.89

PROPOSED 01-01-04
 SHEET 4 OF 13

NOTES:
 1. ALL DIMENSIONS SHOWN ARE IN FEET.
 2. ALL THE DIMENSIONS SHOWN ARE AS FEATURED ALONG THE LINE.
 3. ALL LOT LINES ARE FROM THE 1993 PLAT UNLESS NOTED OTHERWISE.

CURVE NO.	CHORD	ARC	ANGLE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
2	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
3	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
4	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
5	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
6	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
7	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
8	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
9	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
10	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
11	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
12	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
13	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
14	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
15	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
16	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
17	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
18	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
19	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'
20	118.00'	118.00'	118.00'	S 118° 00' 00" W	118.00'	S 118° 00' 00" W	118.00'



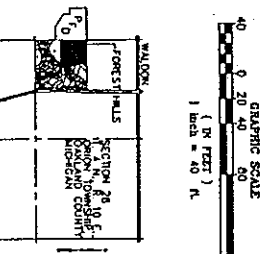
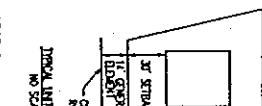
LOT	AREA
53	7,887
54	13,085
55	6,833
56	12,063
57	13,375
58	12,815
59	8,216
60	10,728
61	17,215
62	23,336

LOT	AREA
63	7,887
64	13,085
65	6,833
66	12,063

BUILDING ENVELOPE COORDINATES	EASTING	NORTHING
105	5658.34	5658.34
106	5728.57	5658.34
107	5798.80	5658.34
108	5869.03	5658.34
109	5939.26	5658.34
110	6009.49	5658.34
111	6079.72	5658.34
112	6149.95	5658.34
113	6220.18	5658.34
114	6290.41	5658.34
115	6360.64	5658.34
116	6430.87	5658.34
117	6501.10	5658.34
118	6571.33	5658.34
119	6641.56	5658.34
120	6711.79	5658.34
121	6782.02	5658.34
122	6852.25	5658.34
123	6922.48	5658.34
124	6992.71	5658.34
125	7062.94	5658.34
126	7133.17	5658.34
127	7203.40	5658.34
128	7273.63	5658.34
129	7343.86	5658.34
130	7414.09	5658.34
131	7484.32	5658.34
132	7554.55	5658.34
133	7624.78	5658.34
134	7695.01	5658.34
135	7765.24	5658.34
136	7835.47	5658.34
137	7905.70	5658.34
138	7975.93	5658.34
139	8046.16	5658.34
140	8116.39	5658.34
141	8186.62	5658.34
142	8256.85	5658.34
143	8327.08	5658.34
144	8397.31	5658.34
145	8467.54	5658.34
146	8537.77	5658.34
147	8608.00	5658.34
148	8678.23	5658.34
149	8748.46	5658.34
150	8818.69	5658.34
151	8888.92	5658.34
152	8959.15	5658.34
153	9029.38	5658.34
154	9099.61	5658.34
155	9169.84	5658.34
156	9240.07	5658.34
157	9310.30	5658.34
158	9380.53	5658.34
159	9450.76	5658.34
160	9520.99	5658.34
161	9591.22	5658.34
162	9661.45	5658.34
163	9731.68	5658.34
164	9801.91	5658.34
165	9872.14	5658.34
166	9942.37	5658.34
167	10012.60	5658.34
168	10082.83	5658.34
169	10153.06	5658.34
170	10223.29	5658.34
171	10293.52	5658.34
172	10363.75	5658.34
173	10433.98	5658.34
174	10504.21	5658.34
175	10574.44	5658.34
176	10644.67	5658.34
177	10714.90	5658.34
178	10785.13	5658.34
179	10855.36	5658.34
180	10925.59	5658.34
181	10995.82	5658.34
182	11066.05	5658.34
183	11136.28	5658.34
184	11206.51	5658.34
185	11276.74	5658.34
186	11346.97	5658.34
187	11417.20	5658.34
188	11487.43	5658.34
189	11557.66	5658.34
190	11627.89	5658.34
191	11698.12	5658.34
192	11768.35	5658.34
193	11838.58	5658.34
194	11908.81	5658.34
195	11979.04	5658.34
196	12049.27	5658.34
197	12119.50	5658.34
198	12189.73	5658.34
199	12259.96	5658.34
200	12330.19	5658.34

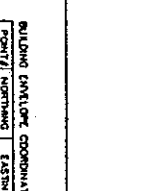
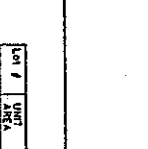
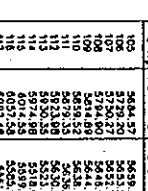
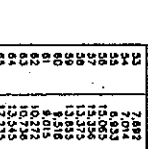
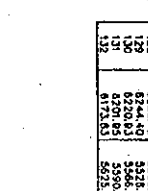
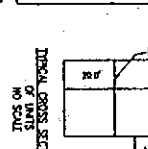
LEGEND

- 53 UNIT NUMBER
- MONUMENT
- CURVE NUMBER
- CONDOMINIUM
- SUBDIVISION
- BOUNDARY
- WETLAND LIMITS
- (N.R.) NON-RADIAL
- COORDINATE POINT
- CORNER POINT
- GENERAL CONDOMINIUM ELEMENT
- CONVERTIBLE AREA
- WETLANDS



LOT CORNER COORDINATES

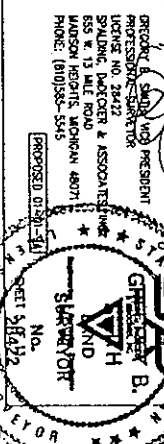
POINT	EASTING	NORTHING
1	5712.86	5658.34
2	5783.09	5658.34
3	5853.32	5658.34
4	5923.55	5658.34
5	5993.78	5658.34
6	6064.01	5658.34
7	6134.24	5658.34
8	6204.47	5658.34
9	6274.70	5658.34
10	6344.93	5658.34
11	6415.16	5658.34
12	6485.39	5658.34
13	6555.62	5658.34
14	6625.85	5658.34
15	6696.08	5658.34
16	6766.31	5658.34
17	6836.54	5658.34
18	6906.77	5658.34
19	6977.00	5658.34
20	7047.23	5658.34
21	7117.46	5658.34
22	7187.69	5658.34
23	7257.92	5658.34
24	7328.15	5658.34
25	7398.38	5658.34
26	7468.61	5658.34
27	7538.84	5658.34
28	7609.07	5658.34
29	7679.30	5658.34
30	7749.53	5658.34
31	7819.76	5658.34
32	7889.99	5658.34
33	7960.22	5658.34
34	8030.45	5658.34
35	8100.68	5658.34
36	8170.91	5658.34
37	8241.14	5658.34
38	8311.37	5658.34
39	8381.60	5658.34
40	8451.83	5658.34
41	8522.06	5658.34
42	8592.29	5658.34
43	8662.52	5658.34
44	8732.75	5658.34
45	8802.98	5658.34
46	8873.21	5658.34
47	8943.44	5658.34
48	9013.67	5658.34
49	9083.90	5658.34
50	9154.13	5658.34
51	9224.36	5658.34
52	9294.59	5658.34
53	9364.82	5658.34
54	9435.05	5658.34
55	9505.28	5658.34



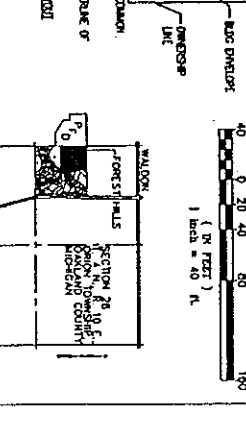
SITE PLAN - NW QUADRANT
FOREST HILLS

PROFESSOR & ASSOCIATES
 655 W. 13 MILE ROAD
 WADON HEIGHTS, MICHIGAN 48071
 PHONE: (810) 350-5545

PROPOSED BY: SAUL B. SHAW
 SHEET 28 OF 32



SAUL B. SHAW
 SURVEYOR
 STATE OF MICHIGAN
 NO. 28422



GRAPHIC SCALE
 0 20 40 60 80 100
 (IN FEET)
 1 inch = 40 ft

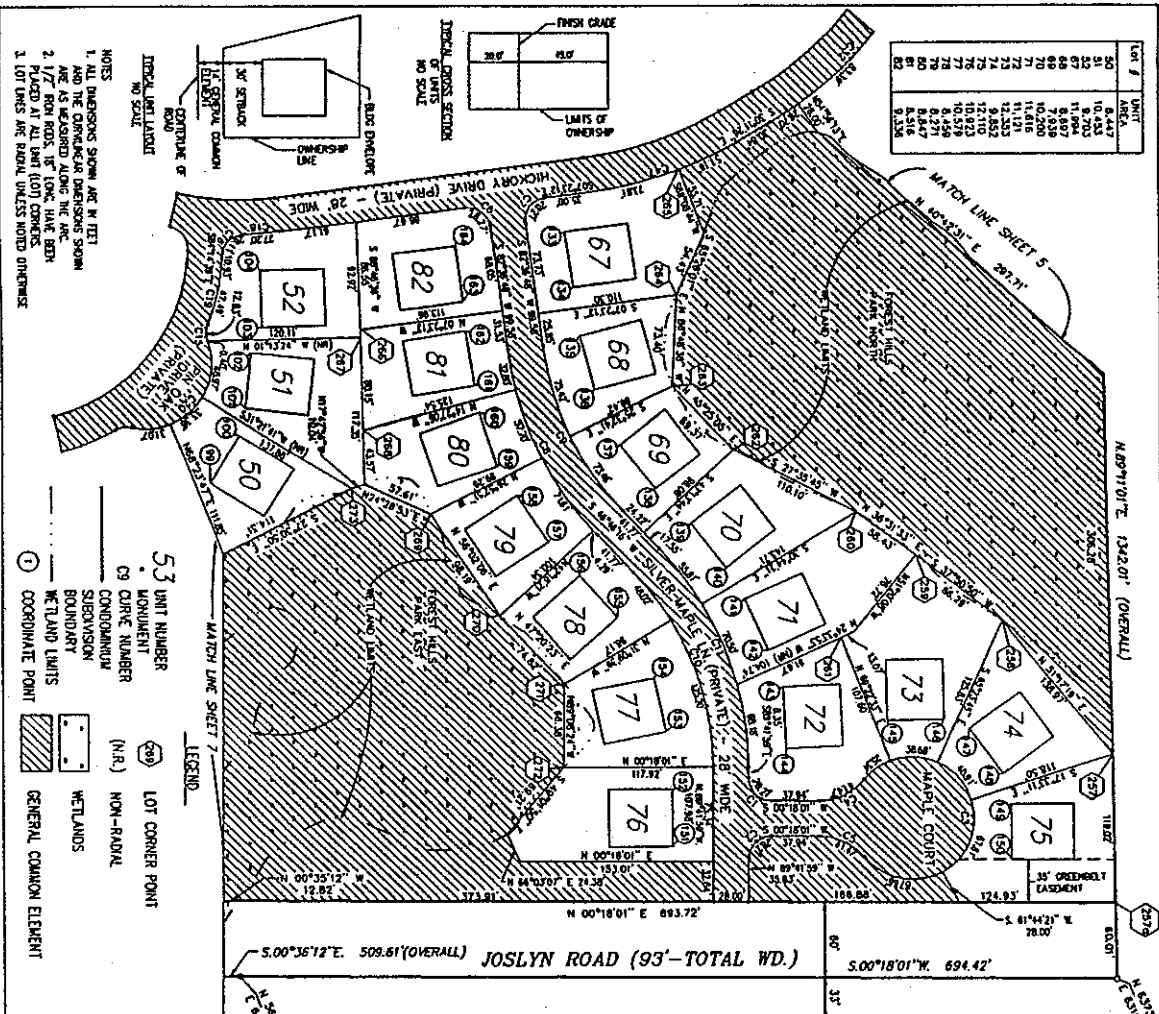
LEGEND

- 53 UNIT NUMBER
- MONUMENT
- CURVE NUMBER
- CONDOMINIUM
- SUBDIVISION
- BOUNDARY
- WETLAND LIMITS
- (N.R.) NON-RADIAL
- COORDINATE POINT
- CORNER POINT
- GENERAL CONDOMINIUM ELEMENT
- CONVERTIBLE AREA
- WETLANDS

LOT CORNER COORDINATES

POINT	EASTING	NORTHING
1	5712.86	5658.34
2	5783.09	5658.34
3	5853.32	5658.34
4	5923.55	5658.34
5	5993.78	5658.34
6	6064.01	5658.34
7	6134.24	5658.34
8	6204.47	5658.34
9	6274.70	5658.34
10	6344.93	5658.34
11	6415.16	5658.34
12	6485.39	5658.34
13	6555.62	5658.34
14	6625.85	5658.34
15	6696.08	5658.34
16	6766.31	5658.34
17	6836.54	5658.34
18	6906.77	5658.34
19	6977.00	5658.34
20	7047.23	5658.34
21	7117.46	5658.34
22	7187.69	5658.34
23	7257.92	5658.34
24	7328.15	5658.34
25	7398.38	5658.34
26	7468.61	5658.34
27	7538.84	5658.34
28	7609.07	5658.34
29	7679.30	5658.34
30	7749.53	5658.34
31	7819.76	5658.34
32	7889.99	5658.34
33	7960.22	5658.34
34	8030.45	5658.34
35	8100.68	5658.34
36	8170.91	5658.34
37	8241.14	5658.34
38	8311.37	5658.34
39	8381.60	5658.34
40	8451.83	5658.34
41	8522.06	5658.34
42	8592.29	5658.34
43	8662.52	5658.34
44	8732.75	5658.34
45	8802.98	5658.34
46	8873.21	5658.34
47	8943.44	

Lot #	UNIT	AREA
50	8,447	10,453.3
51	10,453.3	11,994.4
52	8,447	9,887.7
53	8,447	10,200.0
54	8,447	14,815.0
55	8,447	11,121.1
56	8,447	9,887.7
57	8,447	12,110.0
58	8,447	10,832.3
59	8,447	8,447.0
60	8,447	8,447.0
61	8,447	8,447.0
62	8,447	8,447.0
63	8,447	8,447.0
64	8,447	8,447.0
65	8,447	8,447.0
66	8,447	8,447.0
67	8,447	8,447.0
68	8,447	8,447.0
69	8,447	8,447.0
70	8,447	8,447.0
71	8,447	8,447.0
72	8,447	8,447.0
73	8,447	8,447.0
74	8,447	8,447.0
75	8,447	8,447.0
76	8,447	8,447.0
77	8,447	8,447.0
78	8,447	8,447.0
79	8,447	8,447.0
80	8,447	8,447.0
81	8,447	8,447.0
82	8,447	8,447.0



NOTES:
 1. ALL DIMENSIONS SHOWN ARE IN FEET.
 2. 1/4" = 100'. DIMENSIONS SHOWN ARE AS RECORDED ALONG THE LINE.
 3. 1/4" = 100'. DIMENSIONS SHOWN ARE AS RECORDED ALONG THE LINE.
 4. 1/4" = 100'. DIMENSIONS SHOWN ARE AS RECORDED ALONG THE LINE.
 5. 1/4" = 100'. DIMENSIONS SHOWN ARE AS RECORDED ALONG THE LINE.

53 UNIT NUMBER
 CONDOMINIUM
 SUBDIVISION
 BOUNDARY
 WETLAND LIMITS
 COORDINATE POINT

LEGEND
 (399) LOT CORNER POINT
 (N.R.) NON-RURAL
 WETLANDS
 GENERAL COMMON ELEMENT

STATE OF MICHIGAN
 LICENSED LAND SURVEYOR
 GREGORY B. SMITH
 LAND SURVEYOR
 No. 28422

SITE PLAN - NE QUADRANT
 FOREST HILLS
 CONDOMINIUM
 FOREST HILLS
 CONDOMINIUM
 FOREST HILLS
 CONDOMINIUM
 FOREST HILLS
 CONDOMINIUM

BOUNDING ENVELOPE COORDINATES

POINT #	NORTHING	EASTING
80	5637.30	5872.44
81	5638.89	5873.11
82	5640.48	5873.78
83	5642.07	5874.45
84	5643.66	5875.12
85	5645.25	5875.79
86	5646.84	5876.46
87	5648.43	5877.13
88	5650.02	5877.80
89	5651.61	5878.47
90	5653.20	5879.14
91	5654.79	5879.81
92	5656.38	5880.48
93	5657.97	5881.15
94	5659.56	5881.82
95	5661.15	5882.49
96	5662.74	5883.16
97	5664.33	5883.83
98	5665.92	5884.50
99	5667.51	5885.17
100	5669.10	5885.84
101	5670.69	5886.51
102	5672.28	5887.18
103	5673.87	5887.85
104	5675.46	5888.52
105	5677.05	5889.19
106	5678.64	5889.86
107	5680.23	5890.53
108	5681.82	5891.20
109	5683.41	5891.87
110	5685.00	5892.54
111	5686.59	5893.21
112	5688.18	5893.88
113	5689.77	5894.55
114	5691.36	5895.22
115	5692.95	5895.89
116	5694.54	5896.56
117	5696.13	5897.23
118	5697.72	5897.90
119	5699.31	5898.57
120	5700.90	5899.24
121	5702.49	5899.91
122	5704.08	5900.58
123	5705.67	5901.25
124	5707.26	5901.92
125	5708.85	5902.59
126	5710.44	5903.26
127	5712.03	5903.93
128	5713.62	5904.60
129	5715.21	5905.27
130	5716.80	5905.94
131	5718.39	5906.61
132	5719.98	5907.28
133	5721.57	5907.95
134	5723.16	5908.62
135	5724.75	5909.29
136	5726.34	5909.96
137	5727.93	5910.63
138	5729.52	5911.30
139	5731.11	5911.97
140	5732.70	5912.64
141	5734.29	5913.31
142	5735.88	5913.98
143	5737.47	5914.65
144	5739.06	5915.32
145	5740.65	5915.99
146	5742.24	5916.66
147	5743.83	5917.33
148	5745.42	5918.00
149	5747.01	5918.67
150	5748.60	5919.34
151	5750.19	5920.01
152	5751.78	5920.68
153	5753.37	5921.35
154	5754.96	5922.02
155	5756.55	5922.69
156	5758.14	5923.36
157	5759.73	5924.03
158	5761.32	5924.70
159	5762.91	5925.37
160	5764.50	5926.04
161	5766.09	5926.71
162	5767.68	5927.38
163	5769.27	5928.05
164	5770.86	5928.72

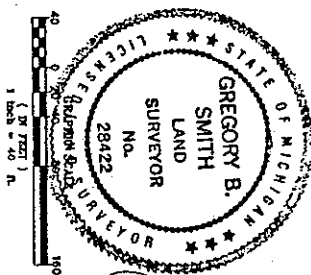
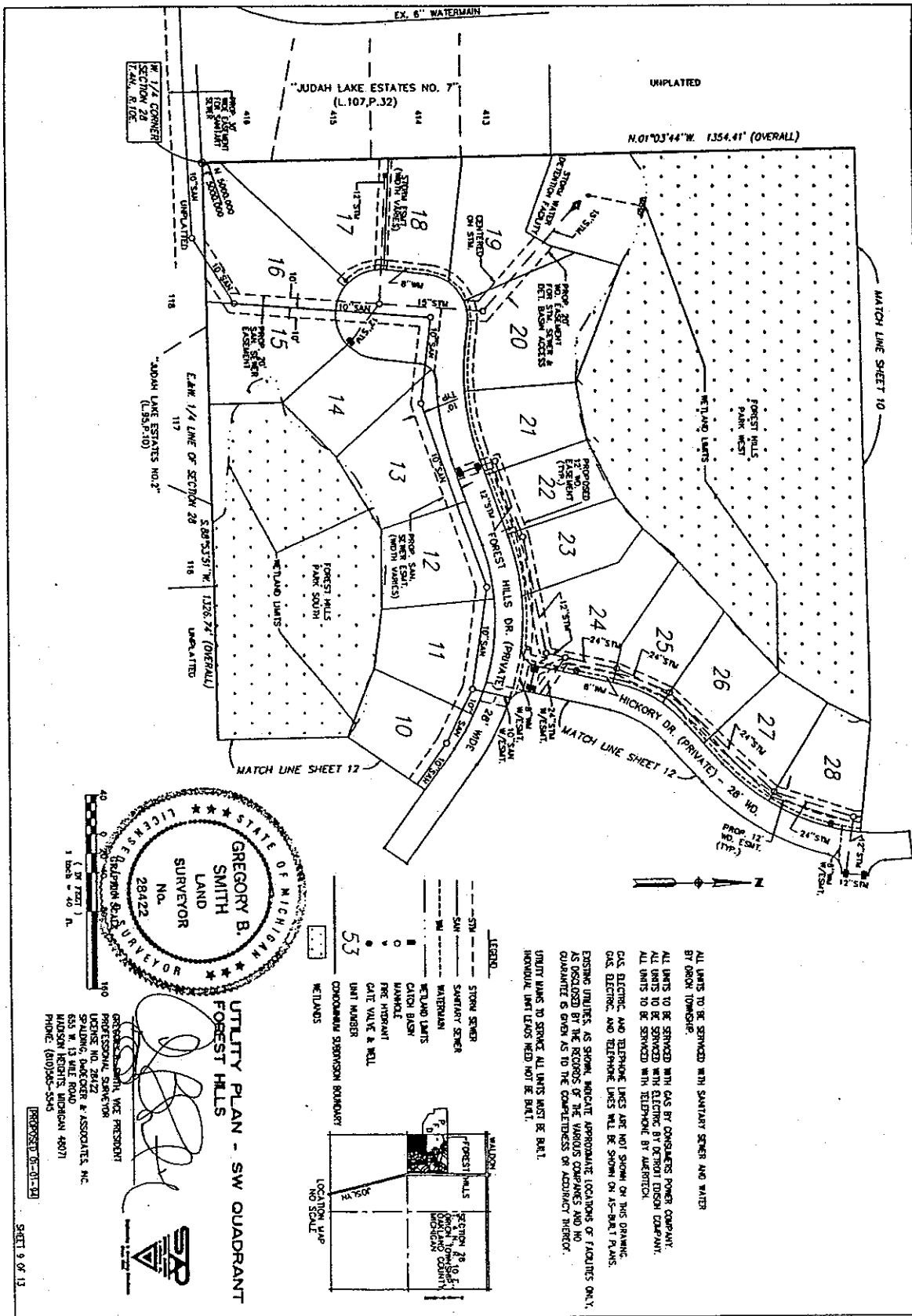
DRIVE DATA

STATION	STATION	STATION	STATION
0+00	0+00	0+00	0+00
0+05	0+05	0+05	0+05
0+10	0+10	0+10	0+10
0+15	0+15	0+15	0+15
0+20	0+20	0+20	0+20
0+25	0+25	0+25	0+25
0+30	0+30	0+30	0+30
0+35	0+35	0+35	0+35
0+40	0+40	0+40	0+40
0+45	0+45	0+45	0+45
0+50	0+50	0+50	0+50
0+55	0+55	0+55	0+55
0+60	0+60	0+60	0+60
0+65	0+65	0+65	0+65
0+70	0+70	0+70	0+70
0+75	0+75	0+75	0+75
0+80	0+80	0+80	0+80
0+85	0+85	0+85	0+85
0+90	0+90	0+90	0+90
0+95	0+95	0+95	0+95
1+00	1+00	1+00	1+00

LOT CORNER COORDINATES

POINT #	NORTHING	EASTING
1	5637.30	5872.44
2	5638.89	5873.11
3	5640.48	5873.78
4	5642.07	5874.45
5	5643.66	5875.12
6	5645.25	5875.79
7	5646.84	5876.46
8	5648.43	5877.13
9	5650.02	5877.80
10	5651.61	5878.47
11	5653.20	5879.14
12	5654.79	5879.81
13	5656.38	5880.48
14	5657.97	5881.15
15	5659.56	5881.82
16	5661.15	5882.49
17	5662.74	5883.16
18	5664.33	5883.83
19	5665.92	5884.50
20	5667.51	5885.17
21	5669.10	5885.84
22	5670.69	5886.51
23	5672.28	5887.18
24	5673.87	5887.85
25	5675.46	5888.52
26	5677.05	5889.19
27	5678.64	5889.86
28	5680.23	5890.53
29	5681.82	5891.20
30	5683.41	5891.87
31	5685.00	5892.54
32	5686.59	5893.21
33	5688.18	5893.88
34	5689.77	5894.55
35	5691.36	5895.22
36	5692.95	5895.89
37	5694.54	5896.56
38	5696.13	5897.23
39	5697.72	5897.90
40	5699.31	5898.57
41	5700.90	5899.24
42	5702.49	5899.91
43	5704.08	5900.58
44	5705.67	5901.25
45	5707.26	5901.92
46	5708.85	5902.59
47	5710.44	5903.26
48	5712.03	5903.93
49	5713.62	5904.60
50	5715.21	5905.27
51	5716.80	5905.94
52	5718.39	5906.61
53	5719.98	5907.28
54	5721.57	5907.95
55	5723.16	5908.62
56	5724.75	5909.29
57	5726.34	5909.96
58	5727.93	5910.63
59	5729.52	5911.30
60	5731.11	5911.97
61	5732.70	5912.64
62	5734.29	5913.31
63	5735.88	5913.98
64	5737.47	5914.65
65	5739.06	5915.32
66	5740.65	5915.99
67	5742.24	5916.66
68	5743.83	5917.33
69	5745.42	5918.00
70	5747.01	5918.67
71	5748.60	5919.34
72	5750.19	5920.01
73	5751.78	5920.68
74	5753.37	5921.35
75	5754.96	5922.02
76	5756.55	5922.69
77	5758.14	5923.36
78	5759.73	5924.03
79	5761.32	5924.70
80	5762.91	5925.37
81	5764.50	5926.04
82	5766.09	5926.71
83	5767.68	5927.38
84	5769.27	5928.05
85	5770.86	5928.72

PROCESSED 01-01-91
 SHEET 6 OF 13



**UTILITY PLAN - SW QUADRANT
FOREST HILLS**

GREGORY B. SMITH, VICE PRESIDENT
PROFESSIONAL SURVEYOR
LICENSE NO. 28422
SPALDING, DICKER & ASSOCIATES, INC.
655 W. 13 WIDE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 265-5545

PREPARED BY: G.B.S.

SHEET 9 OF 13

LEGEND

- STW --- STORM SEWER
- SW --- SANITARY SEWER
- WM --- WATERMAIN
- WL --- WETLAND LIMITS
- CATCH BASIN
- MANHOLE
- FIRE HYDRANT
- GATE VALVE & WELL
- UNIT NUMBER
- CHORD/ARC SUBDIVISION BOUNDARY
- WETLANDS

53

LOCATION MAP NO SCALE

ALL LOTS TO BE SERVICED WITH SANITARY SEWER AND WATER BY ORDER TOWNSHIP.

ALL LOTS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.

ALL LOTS TO BE SERVICED WITH ELECTRIC BY DETROIT Edison COMPANY.

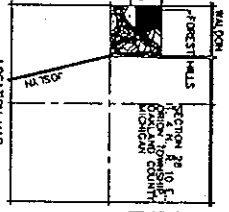
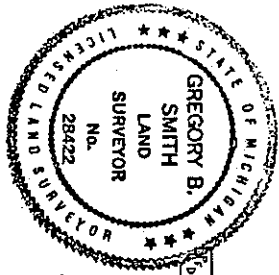
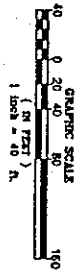
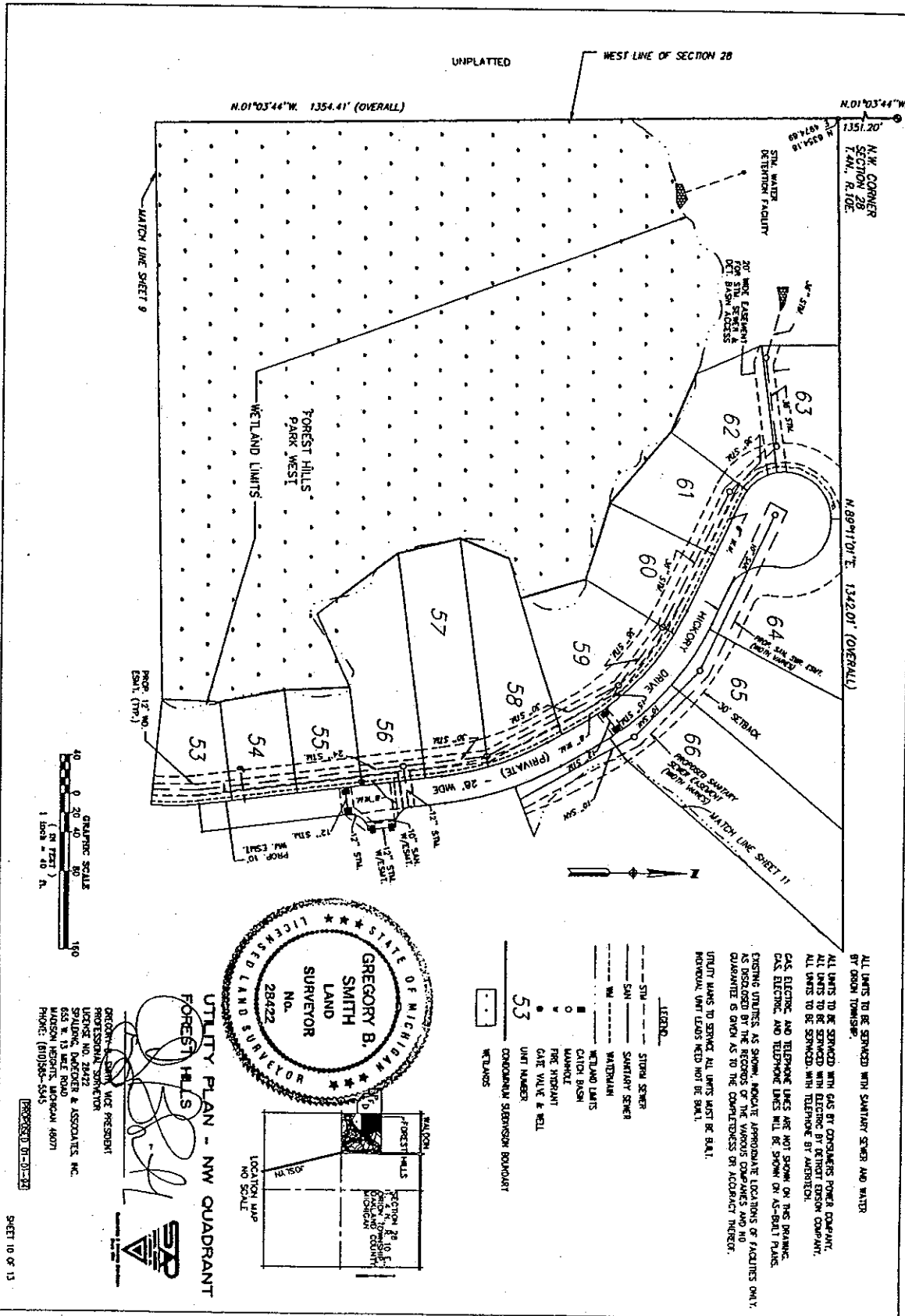
ALL LOTS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

GAS, ELECTRIC, AND TELEPHONE LINES ARE NOT SHOWN ON AS-BUILT PLANS.

EXISTING UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY. AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY WANTS TO SERVICE ALL LOTS MUST BE BUILT.

INDIVIDUAL LOT LOTS WED NOT BE BUILT.



**UTILITY PLAN - NW QUADRANT
FOREST HILLS**

ORSON L. SMITH, VICE PRESIDENT
PROFESSIONAL SURVEYOR
LICENSE NO. 28422
GRADING, DREDGING & ASSOCIATES, INC.
653 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5545

PROJECT: 01-01-32
SHEET 10 OF 13

LEGEND

- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- WETLAND LIMITS
- CLAYD BUSH
- MANHOLE
- ▲ FIRE HYDRANT
- GATE VALVE & WELL
- 53 UNIT NUMBER
- CONDOMINIUM SUBDIVISION BOUNDARY
- WETLANDS

ALL LOTS TO BE SERVED WITH SANITARY SEWER AND WATER BY CROWN TOWNSHIP.

ALL LOTS TO BE SERVED WITH GAS BY CONSUMERS POWER COMPANY.

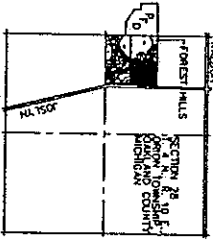
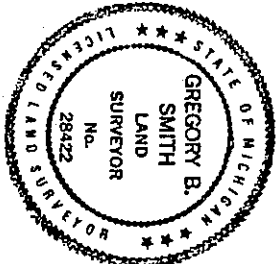
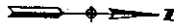
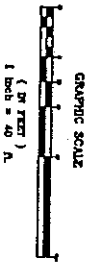
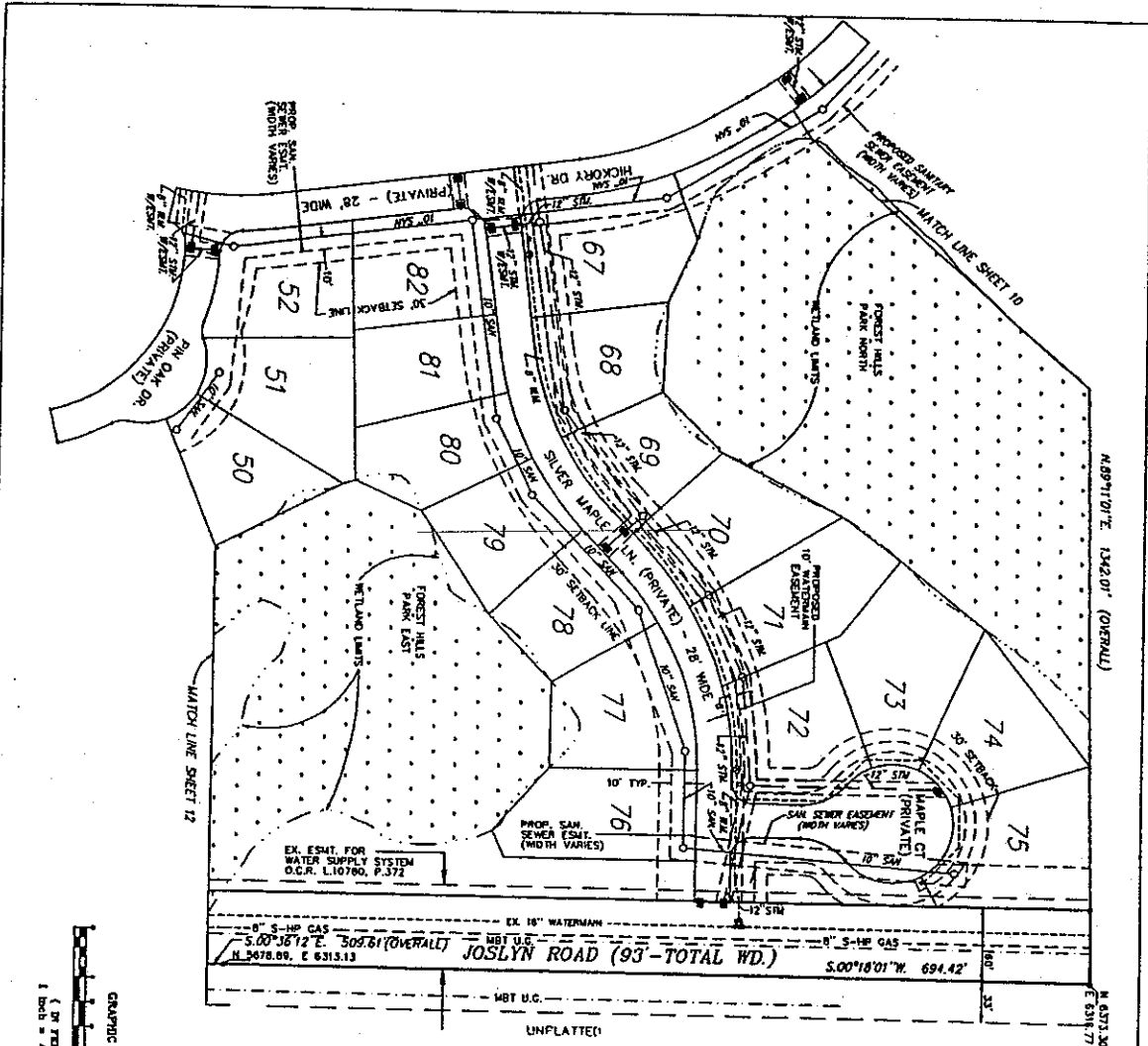
ALL LOTS TO BE SERVED WITH ELECTRIC BY DETROIT Edison COMPANY.

ALL LOTS TO BE SERVED WITH TELEPHONE BY AMERICA.

GAS, ELECTRIC AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAINAGE DIVISION PLAN. AS SHOWN, APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY WANTS TO SERVICE ALL LOTS MUST BE BALT.

INDIVIDUAL UNIT LOTS NEED NOT BE BALT.



UTILITY PLAN - NE QUADRANT
FOREST HILLS

GREGORY B. SMITH, LICENSED LAND SURVEYOR
PROFESSIONAL SEAL
1000 W. 13TH STREET
SPRING LAKE, MI 49782
G.B.S. & ASSOCIATES, INC.
1000 W. 13TH STREET
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 545-5545



- LEGEND
- SW - STORM SEWER
 - SSW - SANITARY SEWER
 - W - WATERMAIN
 - WU - WETLAND UNITS
 - CB - CATCH BASIN
 - - MANHOLE
 - - FIRE HYDRANT
 - - GATE VALVE & WELL
 - 53 - UNIT NUMBER
 - DISCONTINUED SUBDIVISION BOUNDARY
 - WETLANDS

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY DEER TOWNSHIP.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY.

ALL UNITS TO BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY.

ALL UNITS TO BE SERVICED WITH TELEPHONE BY AMERITECH.

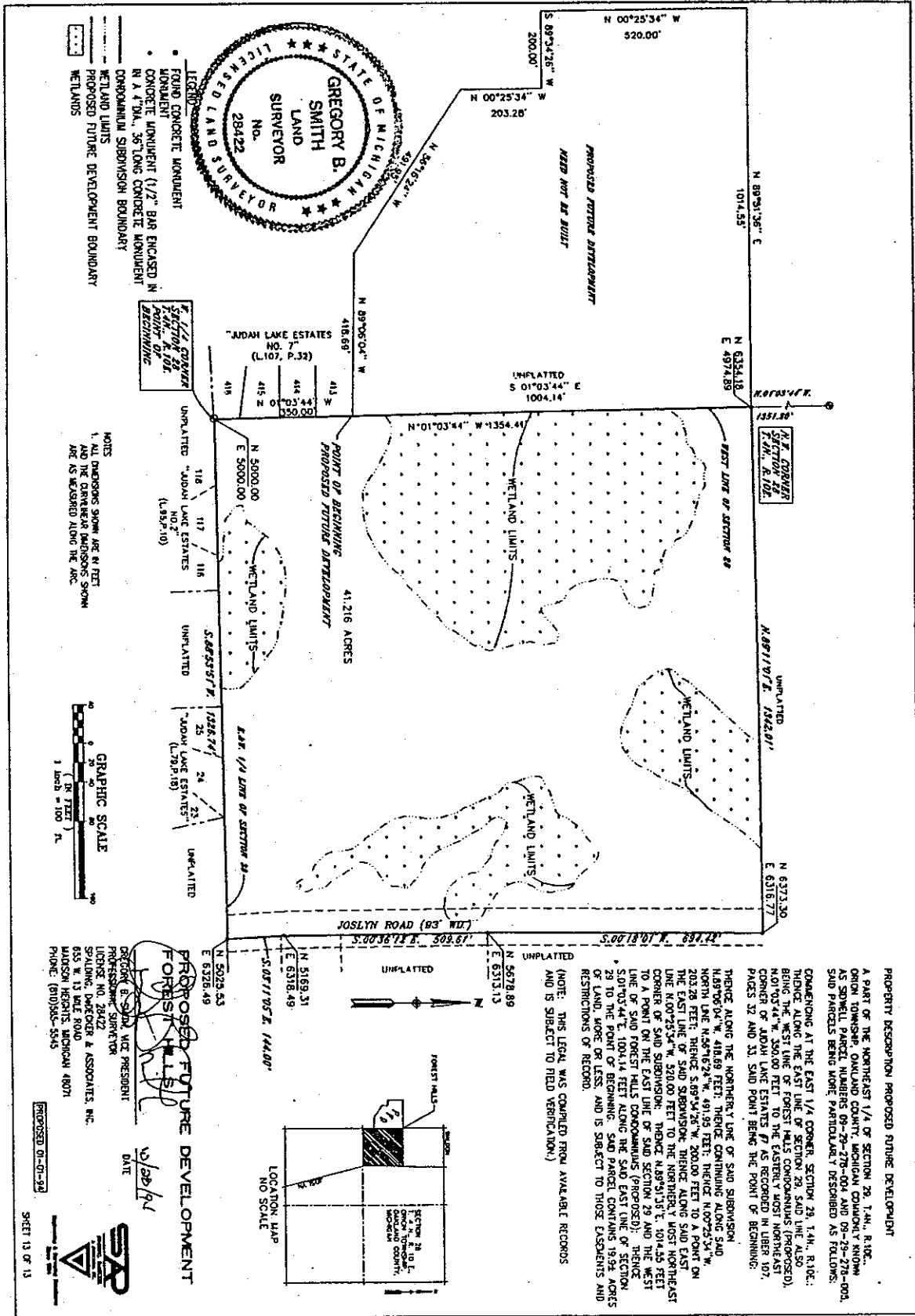
GAS, ELECTRIC AND TELEPHONE LINES ARE NOT SHOWN ON THIS DRAWING.

EXISTING UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF PIPES ONLY.

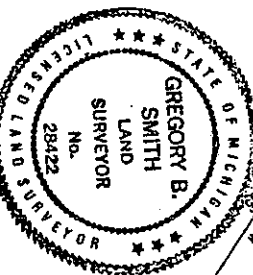
AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

UTILITY MAINS TO SERVICED ALL UNITS MUST BE BUILT.

INDIVIDUAL UNIT LEADS NEED NOT BE BUILT.



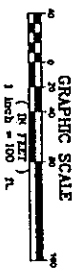
LEGEND
 FOUND CONCRETE MONUMENT
 CONCRETE MONUMENT (1/2" BAR ENCASED IN R.I.A. 4" DIA., 36" LONG CONCRETE MONUMENT)
 CONDOMINIUM SUBDIVISION BOUNDARY
 WETLAND LIMITS
 PROPOSED FUTURE DEVELOPMENT BOUNDARY
 WETLANDS



JUDAH LAKE ESTATES
 NO. 7
 (L.107, P.32)

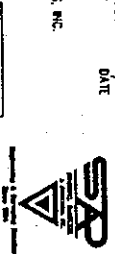
411 N	412 E	413 S	414 W
0	0	0	0
0	0	0	0
0	0	0	0

NOTES
 1. ALL DIMENSIONS SHOWN ARE IN FEET
 AND THE CURRENT DIMENSIONS SHOWN
 ARE AS MEASURED ALONG THE ARC.

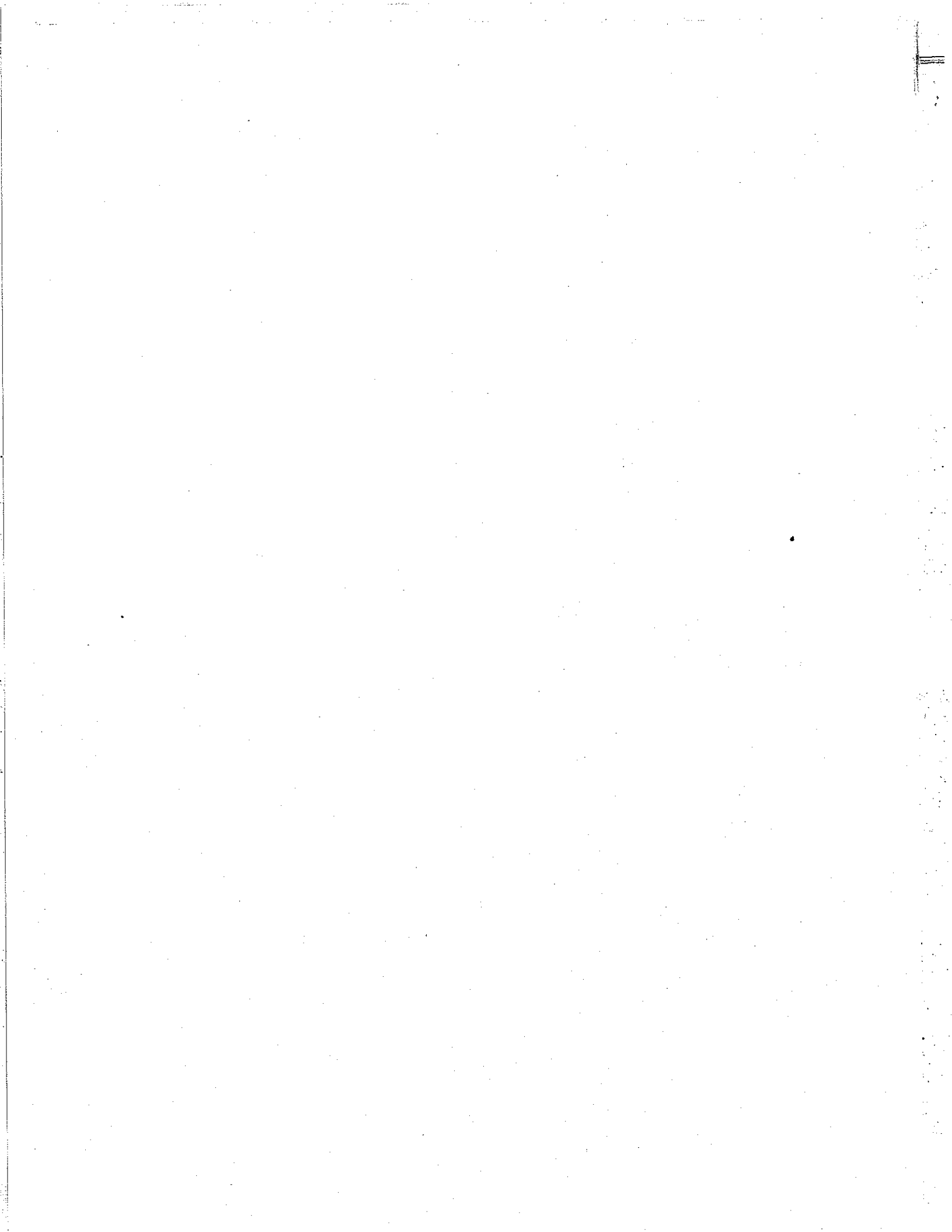


PROPOSED FUTURE DEVELOPMENT
 FOREST HILLS
 GREGORY B. SMITH, VICE PRESIDENT
 PROFESSIONAL SURVEYOR
 LICENSE NO. 28422
 SPALDING, PARDEE & ASSOCIATES, INC.
 655 W. 13 MILE ROAD
 MADISON HEIGHTS, MICHIGAN 48071
 PHONE: (810)545-5545

DATE
 10/28/04



PROPERTY DESCRIPTION PROPOSED FUTURE DEVELOPMENT
 A PART OF THE NORTHEAST 1/4 OF SECTION 29, T.4N., R.10E.,
 ORION TOWNSHIP, OKHURD COUNTY, MICHIGAN COMMONLY KNOWN
 AS SOWELL PARCEL NUMBERS 09-29-278-004 AND 09-29-278-003,
 SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST 1/4 CORNER SECTION 29, T.4N., R.10E.;
 THENCE ALONG THE EAST LINE OF SECTION 29, SAID LINE ALSO
 BEING THE WEST LINE OF FOREST HILLS CONDOMINIUMS (PROPOSED),
 NORTH 01°03'44" W, 1354.41 FEET TO THE EAST 1/4 CORNER
 POINT OF SAID ESTATES AS RECORDED IN DEEDS 107,
 PAGES 32 AND 33, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION
 N.89°05'04" W, 418.69 FEET; THENCE CONTINUING ALONG SAID
 NORTH LINE N.59°16'24" W, 491.59 FEET; THENCE N.00°25'34" W,
 203.28 FEET; THENCE S.89°14'26" W, 200.00 FEET TO A POINT ON
 THE EAST LINE OF SAID SUBDIVISION; THENCE ALONG SAID EAST
 LINE N.00°25'34" W, 320.00 FEET TO THE NORTHERLY MOST NORTHEAST
 CORNER OF SAID SUBDIVISION; THENCE N.89°13'51" E, 1014.55 FEET
 TO A POINT ON THE EAST LINE OF SAID SECTION 29 AND THE WEST
 LINE OF SAID FOREST HILLS CONDOMINIUMS (PROPOSED); THENCE
 S.01°05'44" E, 1004.14 FEET ALONG THE SAID EAST LINE OF SECTION
 29 TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 15.92 ACRES
 OF LAND, MORE OR LESS, AND IS SUBJECT TO THOSE EASEMENTS AND
 RESTRICTIONS OF RECORD.
 (NOTE: THIS LEGAL DESCRIPTION IS COMPRISED FROM AVAILABLE RECORDS
 AND IS SUBJECT TO FIELD VERIFICATION.)



**SECOND AMENDMENT TO MASTER DEED OF
FOREST HILLS**

Forest Hills Building Corporation, a Michigan corporation, whose address is 2555 Telegraph Road, Suite 470, Bloomfield Hills, Michigan 48302, being the Developer of Forest Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on July 18, 1994 in Liber 14839, Pages 196 through 268, and First Amendment to Master Deed recorded in Liber 15083, Pages 578 through 597, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 871, hereby amends the Master Deed of Forest Hills pursuant to the authority reserved in Article XI, Section 3 thereof for the purpose of correcting surveyor errors.

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

Amended Sheets 1, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Forest Hills, as attached hereto, shall replace and supersede Sheets 1, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Forest Hills and the originally recorded, and amended Sheets 1, 4, 5, 6 and 7 shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Forest Hills, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid and amended, is hereby ratified, confirmed and redeclared.

Dated November 11, 1994.

9000871

\$ 19.00 MISCELLANEOUS RECORDING
\$ 2.00 REMONUMENTATION
15 NOV 94 10:42 A.M.
PAID RECORDED - OAKLAND
LYNN D. ALLEN, CLERK/REGISTRAR

RECEIVED BY
1994
20

*Ent: Forest Hills
ccpt # 871
09-28-101-003 Parent Parcel*

OK-111

OK-TS

AMENDMENT No. 2 TO,
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 871
EXHIBIT B TO THE AMENDED MASTER DEED OF

FOREST HILLS

ORION TOWNSHIP, MICHIGAN

DEVELOPER,
FOREST HILLS BUILDING CORPORATION
2555 S. TELEGRAPH SUITE 470
BLOOMFIELD HILLS, MICHIGAN 48302

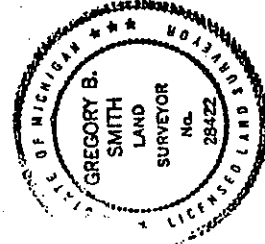
SURVEYOR,
SPALDING, Dedecker & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 28, T.4N., R.10E., ORION TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS:

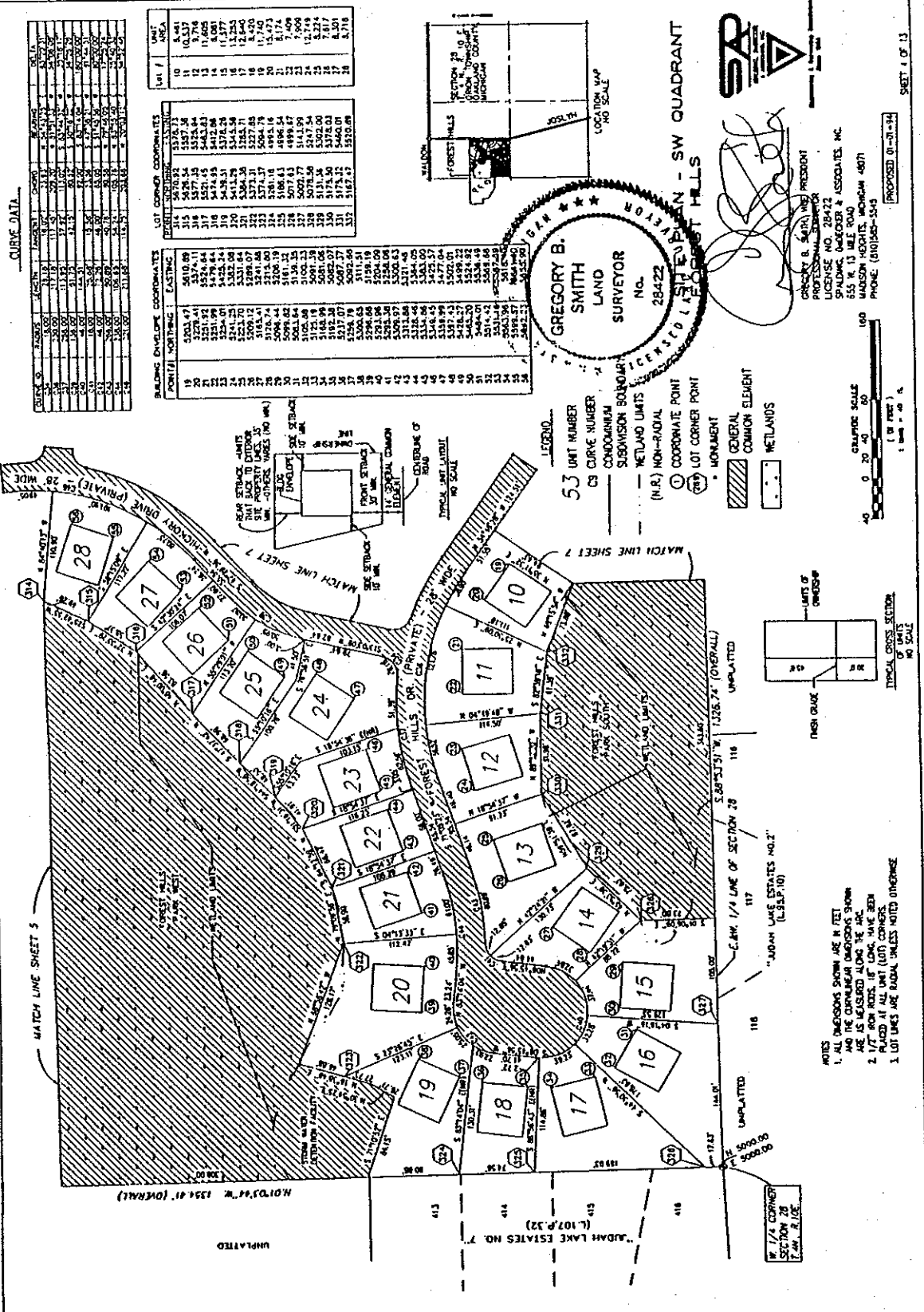
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE N.01°03'44"W. 1354.41 FEET ALONG THE WEST LINE OF SAID SECTION 28, THENCE N.89°11'01"E. 1342.01 FEET (DESCRIBED AS S.89°39'30"E. 1340.14 FEET) TO A POINT ON THE CENTERLINE OF JOSLYN ROAD; THENCE ALONG THE CENTERLINE OF JOSLYN ROAD THE FOLLOWING THREE (3) COURSES: S.00°18'01"W. (DESCRIBED AS S.00°47'15"W.) 694.42 FEET, S.00°35'12"E. 509.61 FEET AND S.03°11'05"E. 144.00 FEET TO A POINT ON THE EAST/WEST 1/4 LINE OF SAID SECTION 28; THENCE S.88°53'51"W. 1326.74 FEET ALONG SAID EAST/WEST 1/4 LINE TO THE POINT OF BEGINNING, CONTAINING 41.2 ACRES OF LAND, MORE OR LESS. SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET FOR JOSLYN ROAD, ALSO SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD AND GOVERNMENTAL LIMITATIONS.

- SHEET INDEX
- 1. COVER SHEET
 - 2. PROPOSED PLAN
 - 3. SITE PLAN - COMPOSITE
 - 4. SITE PLAN - SW QUADRANT
 - 5. SITE PLAN - NW QUADRANT
 - 6. SITE PLAN - NE QUADRANT
 - 7. SITE PLAN - SE QUADRANT
 - 8. UTILITY PLAN - COMPOSITE
 - 9. UTILITY PLAN - SW QUADRANT
 - 10. UTILITY PLAN - NW QUADRANT
 - 11. UTILITY PLAN - NE QUADRANT
 - 12. UTILITY PLAN - SE QUADRANT
 - 13. PROPOSED FUTURE DEVELOPMENT
- REVISED 10-1-84
• REVISED 11-11-84



[Signature]
GREGORY B. SMITH, LAND SURVEYOR
PROFESSIONAL REGISTRATION NO. 28422
SPALDING, DEDecker & ASSOCIATES, INC.
655 W. 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN 48071
PHONE: (810) 585-5545

PROPOSED 01-01-84



CURVE DATA

CHORD TO POINTS	CHORD	ARC LENGTH	AREA	PERIMETER	AREA
10	11.00	11.00	0.00	0.00	0.00
11	11.00	11.00	0.00	0.00	0.00
12	11.00	11.00	0.00	0.00	0.00
13	11.00	11.00	0.00	0.00	0.00
14	11.00	11.00	0.00	0.00	0.00
15	11.00	11.00	0.00	0.00	0.00
16	11.00	11.00	0.00	0.00	0.00
17	11.00	11.00	0.00	0.00	0.00
18	11.00	11.00	0.00	0.00	0.00
19	11.00	11.00	0.00	0.00	0.00

POINT	NORTHING	EASTING
10	5410.00	5100.00
11	5410.00	5100.00
12	5410.00	5100.00
13	5410.00	5100.00
14	5410.00	5100.00
15	5410.00	5100.00
16	5410.00	5100.00
17	5410.00	5100.00
18	5410.00	5100.00
19	5410.00	5100.00

POINT	NORTHING	EASTING
10	5410.00	5100.00
11	5410.00	5100.00
12	5410.00	5100.00
13	5410.00	5100.00
14	5410.00	5100.00
15	5410.00	5100.00
16	5410.00	5100.00
17	5410.00	5100.00
18	5410.00	5100.00
19	5410.00	5100.00

GREGORY B. SMITH LAND SURVEYOR No. 28422

REGISTERED PROFESSIONAL SURVEYOR

CONTRACT & SURVEYING PRESENT
 LICENSE NO. 28422
 SPALDING, OGDEN & ASSOCIATES, INC.
 555 N. 13 MILE ROAD
 WADSWORTH HEIGHTS, WADSWORTH 48071
 PHONE: (410) 565-5540

NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE CURVILINEAR DIMENSIONS SHOWN ARE AS MEASURED ALONG THE ARC.
2. 1/2" ROW WIDTHS, IF LONG, HAVE BEEN PLACED AT THE END OF THE ROW.
3. LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE.

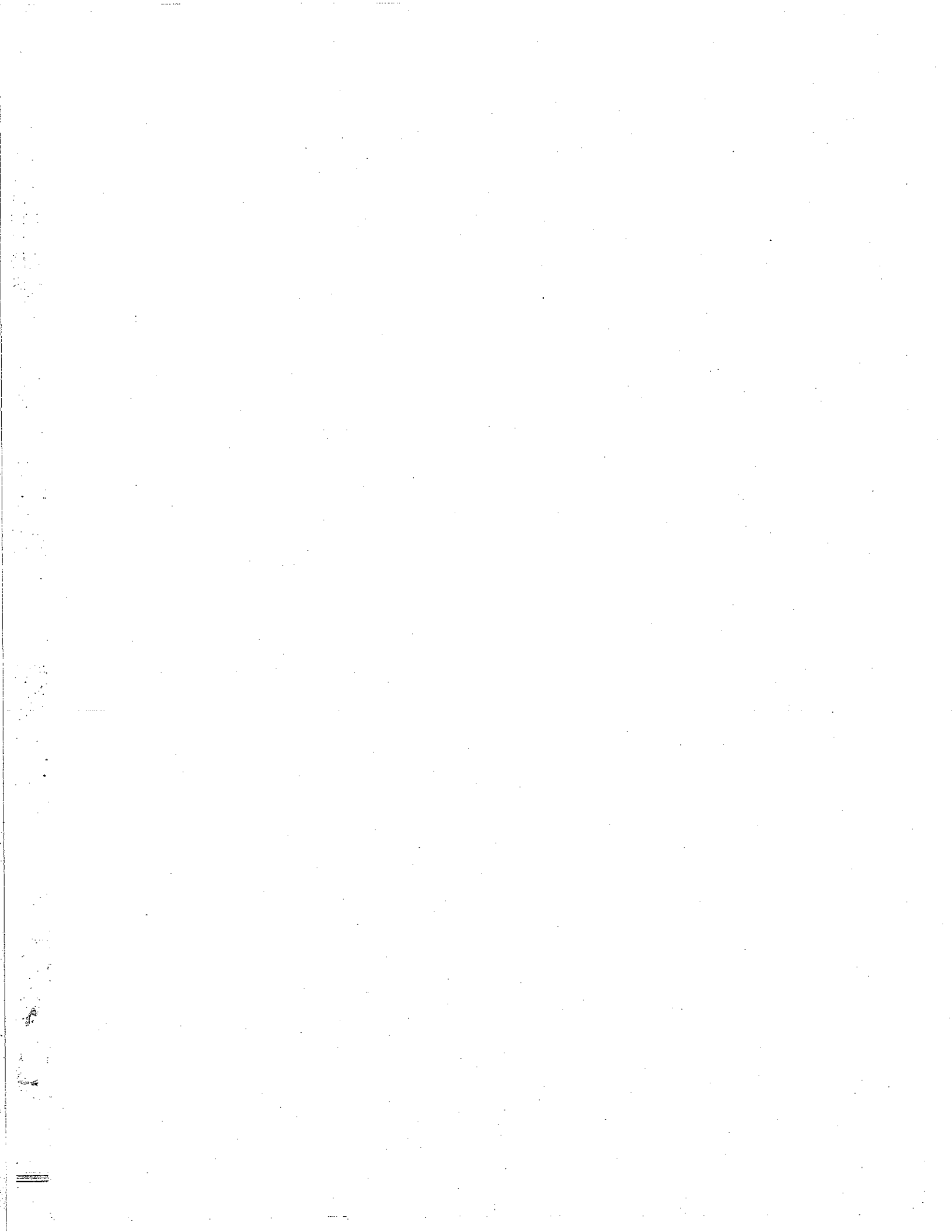
LEGEND

- 53 LIMIT NUMBER
- CS CURVE NUMBER
- CONDOMINIUM SUBDIVISION BOUNDARY
- (M/R) NON-RADIAL
- COORDINATE POINT
- LOT CORNER POINT
- MONUMENT
- GENERAL COMMON ELEMENT
- WETLANDS

SCALE

GRAPHIC SCALE: 1" = 40' (1" = 40')

PROPOSED 01-07-84



LIBER 15075 PAGE 549+550

COPY

Tri-Mount/Forest Hills Building Co., Inc., a Michigan corporation ("Developer"), having an address at 41115 Jo Drive, Novi, Michigan 48375, being the successor to the original Developer of Forest Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded on July 18, 1994 in Liber 14839, Pages 196 through 268, First Amendment to Master Deed recorded in Liber 15083, Pages 578 through 597, and Second Amendment to Master Deed recorded in Liber 15095, Pages 716 through 722, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 871, hereby amends the Master Deed of Forest Hills for the purpose of modifying certain of the restrictions contained in Article VI of the Bylaws. The Developer executes this Third Amendment as the sole owner of all of the Units in the Condominium.

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Bylaws (being Exhibit A to said Master Deed) shall be amended in the following manner:

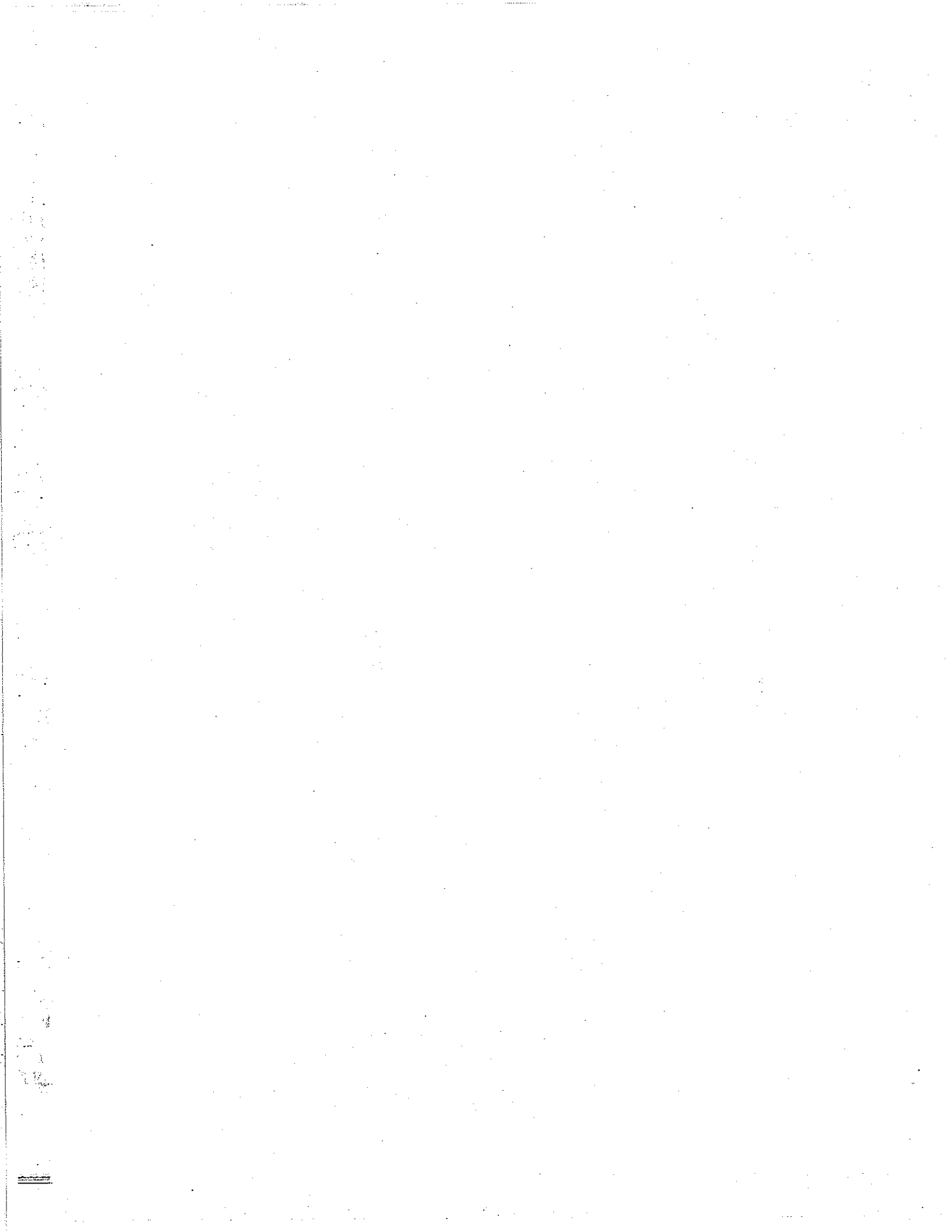
1. Article VI, Section 3 of the Bylaws of Forest Hills shall be amended by the addition at the end of the last sentence in the first paragraph of said Section 3 the words: "or concrete".

2. Article VI, Section 12 of the Bylaws of Forest Hills shall be amended by the addition after the last sentence in said Section 12 the following:

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

"PROVIDED, HOWEVER, that Developer may, in its discretion, in connection with development of the Condominium or construction of any residence or other structure therein, remove or trim any existing tree or other vegetation which it deems appropriate. Likewise, Developer shall not be responsible for replacement and/or removal of any existing tree or other vegetation which dies before, during or after development of the Condominium and/or construction of any residence therein. There shall be no financial or other liability of the Developer to the Association, any Co-owner or any other person for any such removal, trimming or death of any such tree or other vegetation and Developer may assign to any person the rights, benefits and exemptions which it enjoys under this Section."

In all respects, other than as hereinabove indicated, the original Master Deed of Forest Hills, including the Bylaws



**FOURTH AMENDMENT TO MASTER DEED
OF FOREST HILLS**

Tri-Mount/Forest Hills Development Co., Inc., a Michigan corporation ("Developer"), having an address at 41115 Jo Drive, Novi, Michigan 48375, being the successor to the original Developer of Forest Hills, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 14839, Pages 196 through 268, First Amendment to Master Deed recorded in Liber 15083, Pages 578 through 597, Second Amendment to Master Deed recorded in Liber 15095, Pages 716 through 722, and Third Amendment to Master Deed of Forest Hills recorded in Liber 15375, Pages 549 and 550, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 871, hereby amends the Master Deed of Forest Hills for the purpose of defining the dimensional envelopes within the Units in which decks may be constructed and attached to the dwellings. The Developer executes this Fourth Amendment pursuant to the reservation of rights set forth in Article XI, Section 3 of the Master Deed.

Upon recording of this Fourth Amendment in the office of the Oakland County Register of Deeds, said Master Deed shall be amended in the following manner:

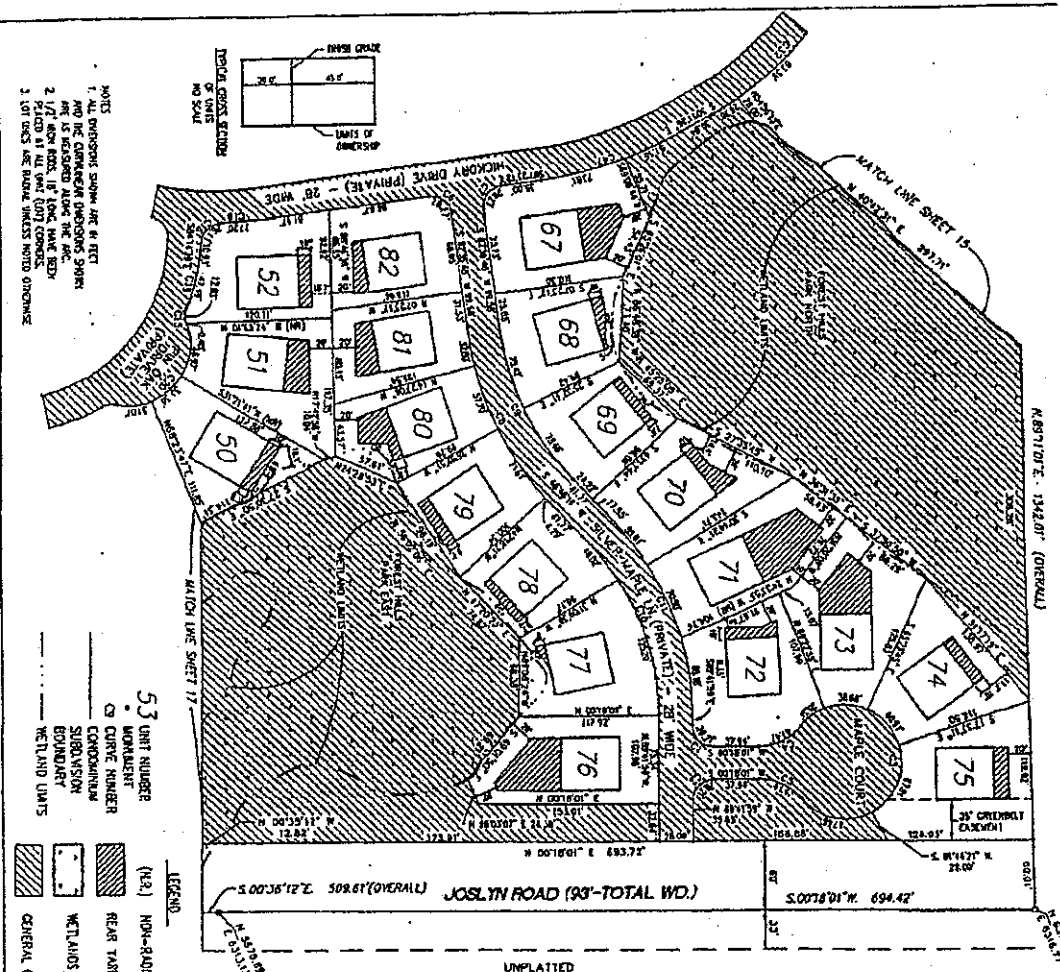
1. ARTICLE IV of the Master Deed is hereby amended by the addition of Section 5 which shall read as follows:

Section 5. Rear Yard Deck Envelopes. The construction of rear yard decks within Condominium Units shall be permitted in the "Proposed Envelopes For Rear Yard Decks" (hereinafter called "Deck Envelopes") depicted on Sheets 14 through 17, inclusive, of the Condominium Subdivision Plan. The Deck Envelopes shall permit the construction of rear yard decks attached to dwellings within all Units where, after construction, the decks remain twenty feet (20') from the rear Unit lines or wetlands. If a deck cannot be constructed with a minimum depth of ten feet (10') and comply with the twenty foot (20') setback requirement, it will be permitted to construct a deck with a maximum depth of ten feet (10'), provided the resulting deck, after construction, remains five feet (5') from the rear Unit line and/or wetland.

2. Amended Sheet 1 of the Condominium Subdivision Plan of Forest Hills, as attached hereto, shall replace and supersede Sheet 1 of the Condominium Subdivision Plan of Forest Hills as originally recorded and subsequently amended, and the originally recorded and subsequently amended Sheet 1 shall be of no further force or effect.

3. Sheets 14, 15, 16 and 17 of the Condominium Subdivision Plan of Forest Hills, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Forest Hills, as amended.

Post-it® Fax Note	7671	Date	3/14	# of pages	27
To	<i>Chris Hwang</i>	From			
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			



LEGEND

- (N2) NOW-BUILD
- REAR YARD DECK
- WETLANDS
- GENERAL COMMON ELEMENT

53 UNIT NUMBER

MONUMENT

CONDOMINIUM

SUBDIVISION

BOUNDARY

WETLAND UNITS

WETLANDS

GENERAL COMMON ELEMENT

EXHIBIT

REAR YARD DECKS

NE QUADRANT

FOREST HILLS

MADEIRA

MADEIRA & WILSON PRESIDENT
 PROFESSIONAL ENGINEER
 3110 BUCHANAN ROAD
 HANSON HEIGHTS, WICHITA, KS 67217
 PHONE: (616)558-0001

PROPOSED NOVEMBER 1993

ENGINEER

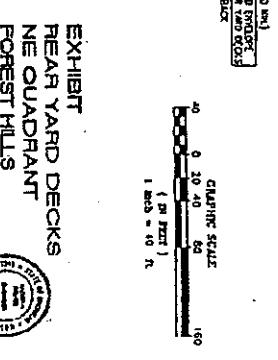
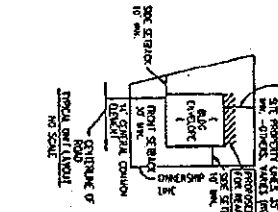
REGISTERED PROFESSIONAL ENGINEER

STATE OF KANSAS

NO. 10000

DATE: MAY 1973

SHEET 16 OF 17

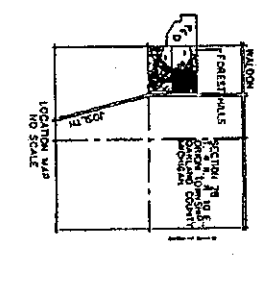


UNIT #

AREA

AREA

50 8.412
51 9.703
52 11.884
53 13.075
54 14.266
55 15.457
56 16.648
57 17.839
58 19.030
59 20.221
60 21.412
61 22.603
62 23.794
63 24.985
64 26.176
65 27.367
66 28.558
67 29.749
68 30.940
69 32.131
70 33.322
71 34.513
72 35.704
73 36.895
74 38.086
75 39.277
76 40.468
77 41.659
78 42.850
79 44.041
80 45.232
81 46.423
82 47.614



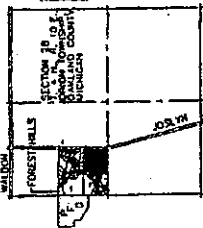
CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
2+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
3+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
4+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
5+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
6+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
7+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
8+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
9+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
10+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
11+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
12+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
13+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
14+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
15+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
16+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
17+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
18+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
19+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00
20+00	N 115° 00' 00" W	115.00	115.00	115.00	N 115° 00' 00" W	115.00	115.00	115.00

CURVE DATA

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2+00	2.365	2.365	2.365	2.365	2.365	2.365	2.365	2.365
3+00	7.511	7.511	7.511	7.511	7.511	7.511	7.511	7.511
4+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
5+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
6+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
7+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
8+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
9+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
10+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
11+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
12+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
13+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
14+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
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46+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
47+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880
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49+00	11.880	11.880	11.880	11.880	11.880	11.880	11.880	11.880

UNIT NO.	AREA
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2	2.365
3	7.511
4	11.880
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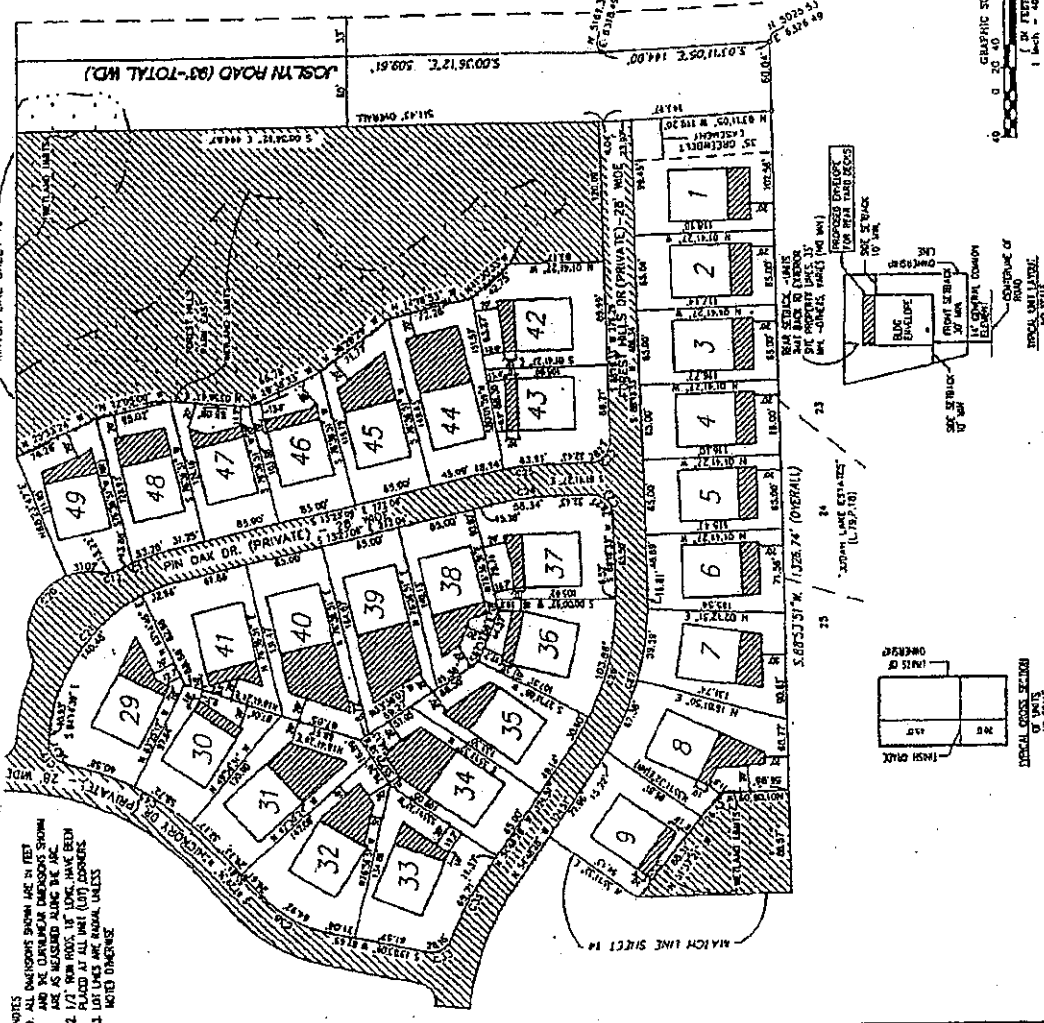
LEGEND
 UNIT NUMBER
 MONUMENT
 CS CURVE NUMBER
 CONDOMINIUM SUBDIVISION BOUNDARY
 WETLAND LIMITS
 (N.R.) NON-RADIAL
 GENERAL COMMON GEMBIT
 WETLANDS
 REAR YARD DECK

EXHIBIT
 REAR YARD DECKS
 SE QUADRANT
 FOREST HILLS

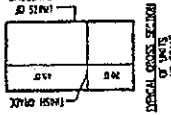
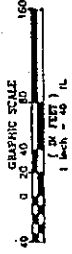


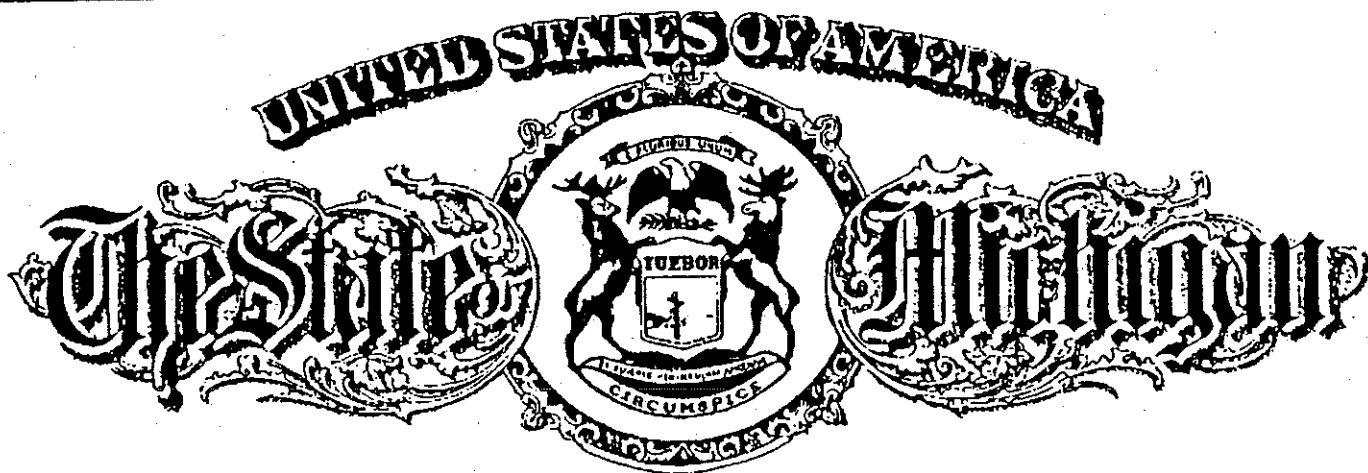
WARD L. WHITE, PROJECT
 PROFESSIONAL ENGINEER
 LICENSE NO. 10323
 BUCHANAN HOME CORP.
 3131 DEBOURQUE ROAD
 BUCHANAN HILLS, MICHIGAN 48117
 PHONE (616) 383-0088

PROPOSED NOVEMBER 1976
 SHEET 17 OF 17



NOTES
 1. ALL DIMENSIONS SHOWN ARE IN FEET
 AND ARE UNLESS OTHERWISE SHOWN
 AND ARE CALCULATED USING THE A.C. 2.1/67
 2. 1/4" GRADE PAVES ARE SHOWN
 PLACED AT ALL UNIT (NOT) CORNERS.
 3. LOT LINES ARE RADIAL UNLESS
 NOTED OTHERWISE.





Michigan Department of Commerce

Lansing, Michigan

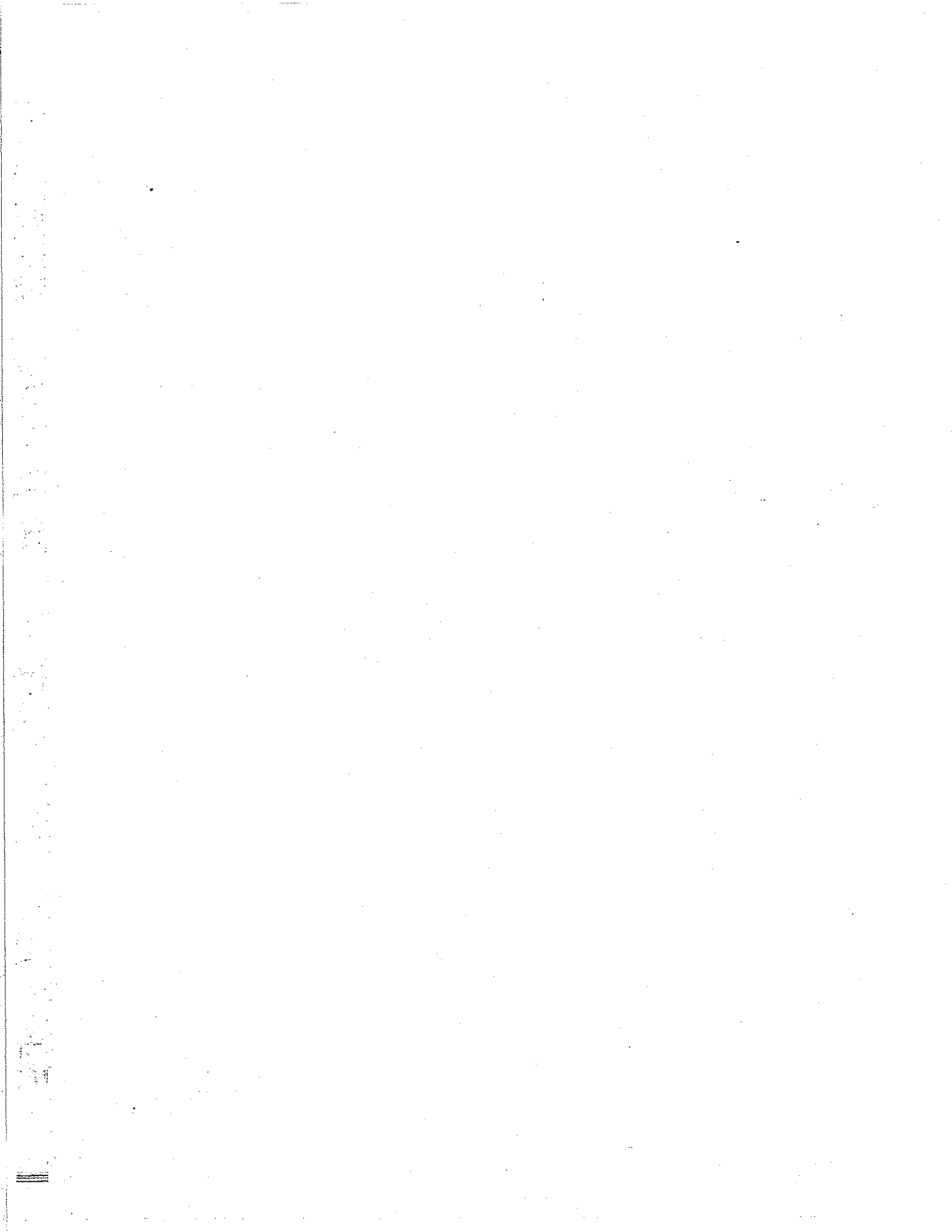
This is to Certify That Articles of Incorporation of
FOREST HILLS HOMEOWNERS CONDOMINIUM ASSOCIATION

were duly filed in this office on the 22nd day of April, 1994,
in conformity with Act 162, Public Acts of 1982.



In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 22nd day
of April, 1994.

Carl L. Lipp , Director
Corporation & Securities Bureau



32

RECEIVED

APR 21 1994

Michigan Dept. of Commerce
Corporation & Securities Bureau

722-777

NON-PROFIT
ARTICLES OF INCORPORATION

FILED

APR 22 1994

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

These Articles of Incorporation are signed and acknowledged for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

942AH7920 0422 ORG&FI \$20.00

ARTICLE I

942AH7921 0422 ORG&FI \$2.50

NAME

The name of the corporation is Forest Hills Homeowners Condominium Association ✓

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Forest Hills, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium.

2250 ✓ CLK 2 PK

- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (l) In furtherance of the foregoing, 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 said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is 2555 Telegraph Road, Suite 470
Bloomfield Hills, MI 48302.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is Linda W. Jaikins.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is -- Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of
members

ARTICLE VI

INCORPORATOR

The name of the incorporator is C. Kim Shierk and her place of business is 505 North
Woodward Avenue, Suite 3000, Bloomfield Hills, Michigan 48304.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the
termination of membership, and voting by such members shall be as follows:

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX

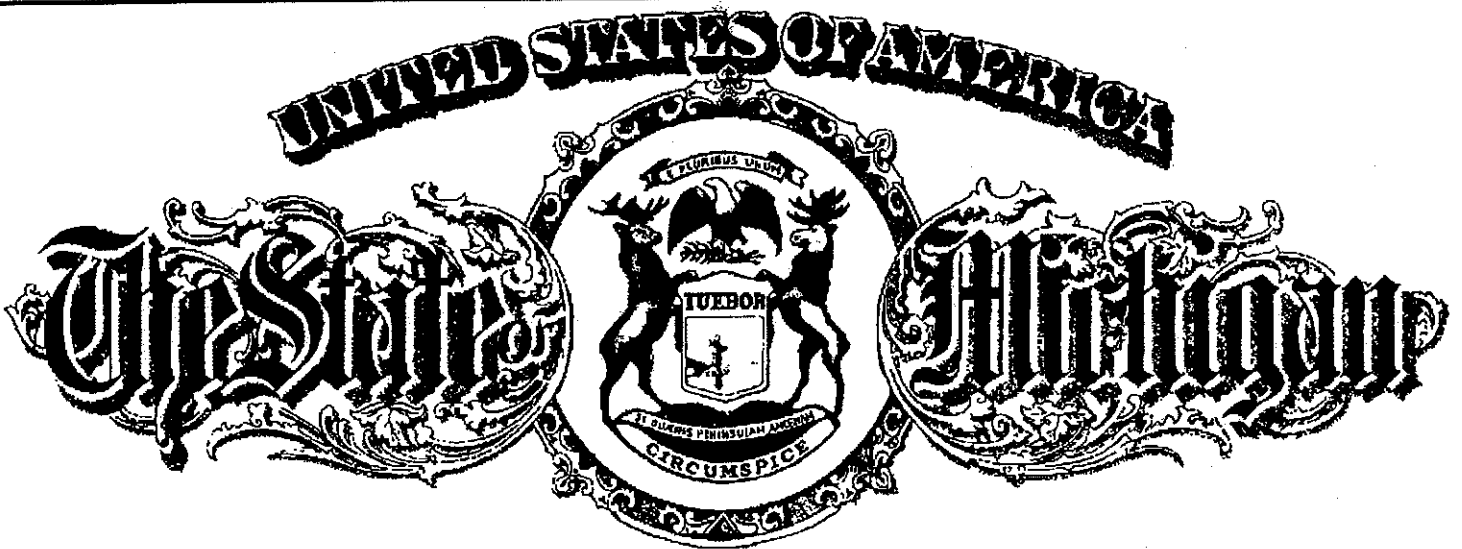
LIMITATION OF LIABILITY OF DIRECTORS

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Signed this 14 day of April, 1994.



C. Kim Shierk, Incorporator



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

FOREST HILLS HOMEOWNERS CONDOMINIUM ASSOCIATION

was incorporated on April 22, 1994, as a Michigan nonprofit corporation, and said corporation is in existence under the laws of this State.

This certificate is issued to attest to the fact that the corporation is in good standing in this office as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose. It is in the usual form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of February, 1998.

Julie Croll

, Director

Corporation, Securities and Land Development Bureau