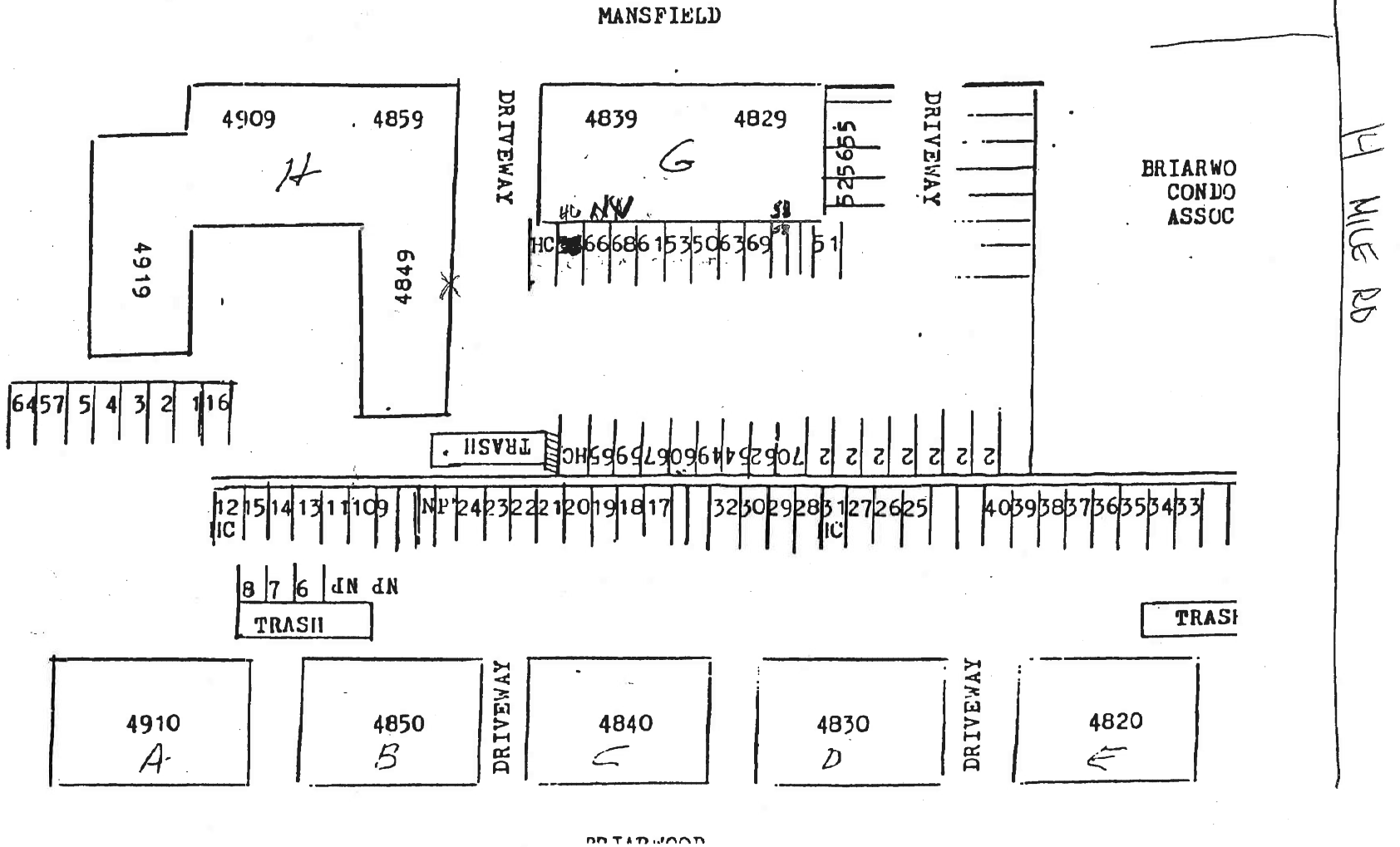
Briarwood Square Parking Assignments

Unit Address	Parking Assignment	Unit Address	Parking Assignment
4810-1	41	4850-1	9
4810-2	44	4850-2	12
4810-3	42	4850-3	10
4810-4	43	4850-4	11
4810-5	45	4850-5	13
4810-6	48	4850-6	16
4810-7	46	4850-7	14
4810-8	47	4850-8	15
4820-1	33	4859-5	61
4820-2	36	4859-6	60
4820-3	34	4859-7	68
4820-4	35	4859-8	67
4820-5	37	4909-10	58
4820-6	40	4909-11	66
4820-7	38	4909-12	65
4820-8	39	4909-9	59
4829-1	52	4910-1	1
4829-2	51	4910-2	2
4829-3	56	4910-3	4
4829-4	55	4910-4	3
4830-1	25	4910-5	5
4830-2	28	4910-6	8
4830-3	26	4910-7	6
4830-4	27	4910-8	7
4830-5	29	4919-14	57
4830-6	32	4919-16	64
4830-7	30		
4830-8	31		
4839-5	50		
4839-6	49		
4839-7	54		
4839-8	53		
4840-2	20		
4840-3	17		
4840-3	18		
4840-4	19		
4840-5	21		
4840-6	24		
4840-7	22		

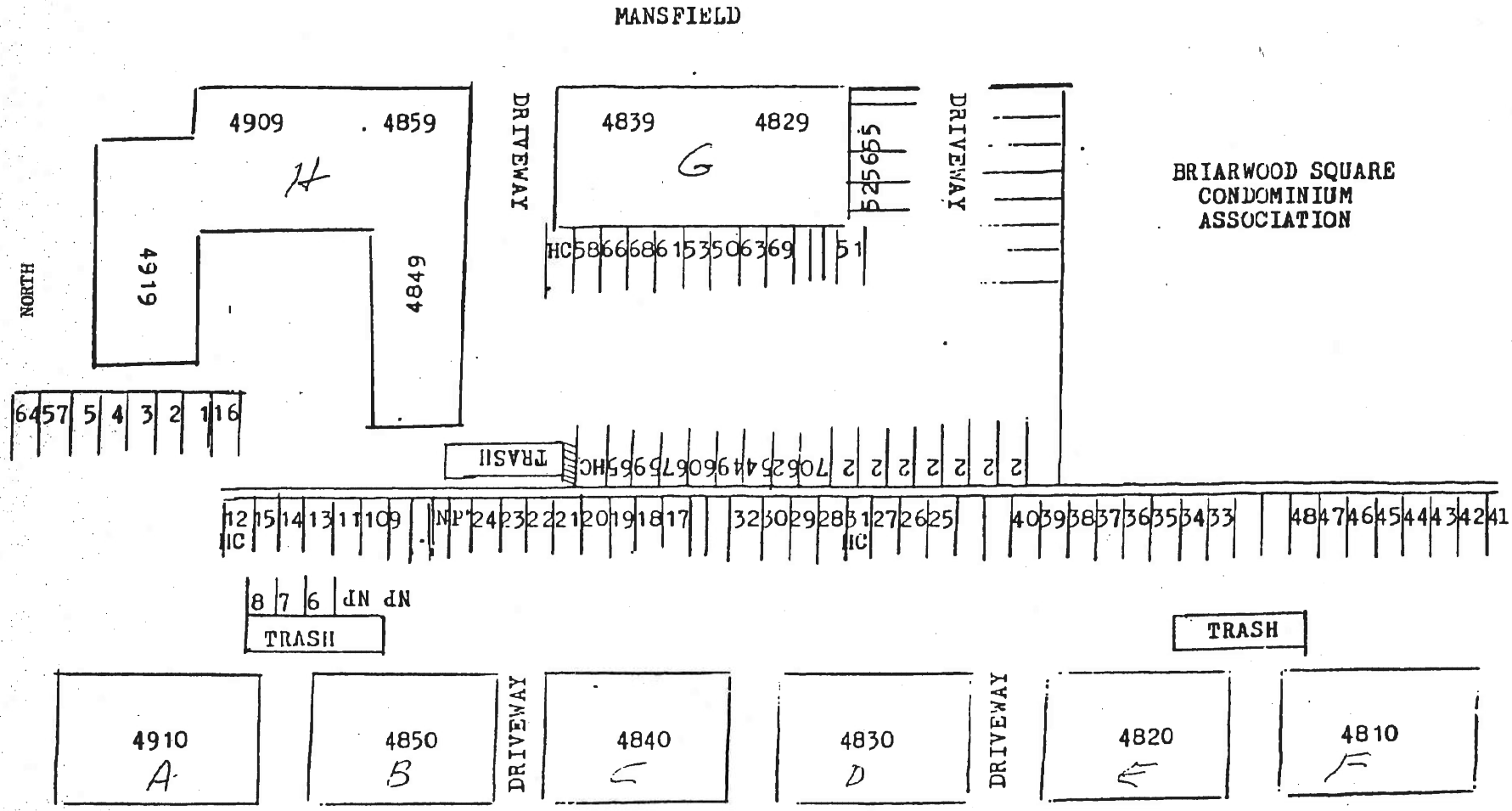
4849-1 69
4849-2 62
4849-3 70
4849-4 63

HC - Handicapped
NP - No Parking (To be marked no parking)
2 - 2nd Cars
Blank - Extra spaces for 2nd cars, etc.



ASSIGNED PARKING SPACE.....EFFECTIVE SEPTEMBER 26, 88
UNIT NUMBER RELATE TO MASTER DEED...EXHIBIT B
MASTER DEED..FIFTH PARAGRAPH..page 1

HC - Handicapped
NP - No Parking (To be marked no parking)
2 - 2nd Cars
Blank - Extra spaces for 2nd cars, etc.



(1)

STATE OF MICHIGAN

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

SEVEN STORY STATE OFFICE BLDG., LANSING, MICHIGAN 48913

RICHARD E. WHITMER, Director

O R D E R

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Plaza Investment Company, a Michigan Corporation, 16250 Northland Drive, Southfield, Michigan, Developer, for a Certificate of Approval of Master Deed for BRIARWOOD SQUARE CONDOMINIUM, 4810-4910 Briarwood and 4829-4919 Mansfield, Royal Oak, Michigan.

. . . . . .

1. Application having been duly made and examined,

2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:

   a. That this order is recorded with the County Registry of Deeds at the same time as the Master Deed itself is so recorded.

   b. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.

3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard E. Whitmer, Director

By John F. Hueni
John F. Hueni, Director
Securities Bureau

Dated: April 9, 1971
Lansing, Michigan

MICHIGAN
THE GREAT LAKE STATE

LIBER 5643 PAGE 496 71 23171

MASTER DEED

BRIARWOOD SQUARE CONDOMINIUM
(Act 229, Public Acts of 1963, as amended)

In the City of Royal Oak, County of Oakland, and State of Michigan, on this 9th day of April, 1971, PLAZA INVESTMENT CO., a corporation organized and existing under the laws of the State of Michigan, whose office is situated at 207 Northland Square Building, 16250 Northland Drive, Southfield, Michigan, hereinafter referred to as "Developer", represented in this Master Deed by its President and Secretary who are fully empowered and qualified to execute this Master Deed on behalf of said corporation, does hereby state:

FIRST: Developer is the owner of the land described below together with the buildings and improvements thereon, all as described in the plans attached hereto as Exhibit B containing pages 1 through 30 inclusive, the project being known as Briarwood Square Condominium, Oakland County Condominium Subdivision Plan Number 21. The architectural plans for the project were approved by the City of Royal Oak, County of Oakland, State of Michigan. The project is established as a condominium in accordance with Act 229 of Public Acts of Michigan of 1963, as amended. The Bylaws attached hereto as Exhibit A and the Plans attached as Exhibit B are hereby incorporated in and made a part of this Master Deed.

6526

SECOND: The land referred to in Paragraph FIRST is situated in the City of Royal Oak, County of Oakland, State of Michigan, and described as follows:

Lots 41 thru 54 inclusive, including North 1/2 of vacated alley adjacent to Lot 41, of "Cummingston Park" a subdivision of part of South 1/2 of Section 32, Town 2 North, Range 11 East, Troy Township, City of Royal Oak, Oakland County, Michigan, as recorded in Liber 41, Page 8 Plats Oakland County Records, also Lots 498 thru 505 inclusive, of Cummingston Park No. 1" a subdivision of Part of South 1/2 of Section 32, Town 2 North, Range 11 East, Troy Township, City of Royal Oak, Oakland County, Michigan, as recorded in Liber 41, Page 9 Plats Oakland County Records.

No. X Pontiac, Mich. TAX
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the State or any individual against the within described for the years all TAXES on same are fully paid, as previous to the date of this instrument, as appears by the records in this office except as stated.
HUGH DOHANY County Treasurer
By

THIRD: The project consists of eight (8) buildings containing a basement, a ground floor and one upper floor. The buildings contain individual apartments, all for residential purposes and each capable of individual utilization on account of having its own exit to a common element of the project. Each co-owner of an apartment in the project will have a particular and exclusive property right to his apartment and an undivided and inseparable interest in the common elements of the project as hereinafter set forth in this Master Deed.

NOT EXAMINED

FOURTH: The apartments, including the number, boundaries, dimensions, area and volume of each apartment, are described more particularly in paragraph SIXTH hereof and in Exhibit B attached hereto. The buildings are lettered in series from "A" through "H" and the apartments are numbered in series from "1" through "70".

FIFTH: The common elements of the project described in Exhibit "B" attached hereto are as follows:

A. The general common elements are:

(1) The land described in paragraph "SECOND" hereof, including driveways and sidewalks and parking spaces; (provided, however, that the Association of Co-owners may, for convenience, through its first or any subsequent Board of Directors, assign one uncovered parking space for the exclusive use of each co-owner, which assigned uncovered parking spaces shall nevertheless remain general common elements subject to re-assignment

OAKLAND COUNTY MICHIGAN
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by the Board of Directors without the necessity of amending this Master Deed or the Plans attached hereto).

(2) The electrical and telephone wiring network throughout the project;

(3) Public connections for gas, electricity, light, telephone and water;

(4) The foundations, main walls (including windows and doors therein), roofs, ceilings and floors of the project as described in the plans attached hereto as Exhibit "B".

(5) The plumbing network throughout the project;

(6) The swimming pool;

(7) Such other elements of the project not herein designated as general or limited common elements and which are not enclosed within the boundaries of an apartment.

B. The limited common elements are:

(1) The hallways and stairs in each building are limited in use to the owners of the apartments which such hallways and stairs respectively service.

(2) The basements in each building as designated in Exhibit B attached hereto are restricted in use and control to the co-owners of the apartments contained within the building in which each such basement is located.

(3) The separate furnaces and hot water heaters in the basement areas are restricted in use and control to the co-owners of each apartment which such equipment respectively services.

(4) The air conditioning units mounted in the walls of each apartment.

The surfaces of main walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owners of such apartment.

The costs of maintenance and repair of the limited common elements other than those described in Subparagraphs B (3) and B (4) immediately above shall be expenses of administration to be borne by all of the co-owners.

The costs of maintenance and repair of furnaces, water heaters and air conditioning units referred to in Subparagraphs B (3) and B (4) shall be borne solely by the co-owner of the apartment to which such equipment appertains.

The additional hot water heaters in the basement areas which provide hot water for laundry facilities shall be general common elements. Gas for heating shall be commonly metered and shall be an expense of administration. Electricity for the hot water heaters which are limited common elements shall be individually metered to the owners of the apartments to which they respectively appertain.

No co-owner shall use his apartment 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 another co-owner in the use and enjoyment of his apartment or the common elements.

Public utilities furnishing services such as water, electricity, gas and telephone to the project shall have access to the common elements and the apartments as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to reconstruct, repair or maintain such services shall be an expense of administration to be assessed in accordance with the Bylaws attached hereto as Exhibit "A".

SIXTH:

A. The apartments in the Condominium are completely described in this paragraph with reference to the Subdivision and Site Plan of Briarwood Square Condominium as surveyed by Robert Shanayda and attached hereto as Exhibit B. Each apartment shall include all that space contained within certain horizontal planes designated and delimited by "X" and "Y" coordinate lines and certain vertical planes designated and delimited by "Z" coordinate lines less any common elements contained therein. A description of each apartment by means of the coordinates pertinent to such apartment is set forth on the front sheet of the plans attached as Exhibit "B" hereto. In determining dimensions, each apartment shall be measured from interior finished, unpainted surfaces of the main walls and ceiling and from the interior surface of the finished sub-floor.

B. The percentage of value assigned to each apartment in the Condominium is set forth in subparagraph "C" hereof. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100.

C. Set forth below are:

(a) Each apartment number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each apartment.

APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED
1	1.35%
2	1.35%
3	1.35%
4	1.35%
5	1.35%
6	1.35%
7	1.35%
8	1.35%
9	1.35%
10	1.35%

APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED
11	1.35%
12	1.35%
13	1.35%
14	1.35%
15	1.35%
16	1.35%
17	1.35%
18	1.35%
19	1.35%
20	1.35%
21	1.35%
22	1.35%
23	1.35%
24	1.35%
25	1.35%
26	1.35%
27	1.35%
28	1.35%
29	1.35%
30	1.35%
31	1.35%
32	1.35%
33	1.35%
34	1.35%
35	1.35%
36	1.35%
37	1.35%
38	1.35%
39	1.35%
40	1.35%
41	1.35%

APARTMENT NUMBER	PERCENTAGE OF VALUE ASSIGNED
42	1.35%
43	1.35%
44	1.35%
45	1.35%
46	1.35%
47	1.35%
48	1.35%
49	1.60%
50	1.60%
51	1.60%
52	1.60%
53	1.60%
54	1.60%
55	1.60%
56	1.60%
57	1.60%
58	1.60%
59	1.60%
60	1.60%
61	1.60%
62	1.60%
63	1.60%
64	1.60%
65	1.60%
66	1.60%
67	1.60%
68	1.60%
69	1.60%
70	1.60%

SEVENTH: So long as the Developer owns one or more apartments in the project, the Developer shall be subject to the provisions of the Master Deed and Exhibits A and B attached hereto.

EIGHTH: The percentage of value allocated to each apartment in paragraph SIXTH hereof shall not be changed except with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed duly approved and recorded.

NINTH: If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the Bylaws attached hereto as Exhibit A.

TENTH: In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of land, structures, buildings, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the Condominium.

ELEVENTH: The condominium project shall not be vacated or revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments, unanimously agree to such termination, revocation or amendment by duly approved and recorded instruments; PROVIDED, however, that prior to the first annual meeting of the members of Briarwood Square Condominium Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any other person) amend this Master Deed, the Bylaws attached hereto as Exhibit A and the Plans attached as Exhibit B in order to correct survey or other errors made in such documents.

WITNESSES:

Sharron J. Cassidy

Jeanette M. Dytyniak

PLAZA INVESTMENT CO., a Michigan Corporation

BY: David J. Sparrow, President

BY: Gerald J. Rowin, Secretary

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 9th day of April, 1971, before me a notary public in and for said County, personally appeared David J. Sparrow and Gerald J. Rowin to me personally known, who being duly sworn by me did say that they are respectively the President and Secretary of Plaza Investment Co., the corporation named in and which executed the within instrument, and stated that said instrument was executed in behalf of said corporation by

authority of its Board of Directors and the said David J. Sparrow and Gerald J. Rowin acknowledged the said instrument to be the free act and deed of said corporation.

Sharron J. Cassidy
Notary Public, ~~Oakland~~ Wayne County, Michigan
My Commission Expires: August 25, 1973
(Acting in Oakland County)

Master Deed drafted by: William T. Myers of
Dykema, Gossett, Spencer, Goodnow & Trigg
2700 Penobscot Building
Detroit, Michigan 48226

(5)

BRIARWOOD SQUARE CONDOMINIUM ASSOCIATION

B Y L A W S

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of BRIARWOOD SQUARE CONDOMINIUM, a Condominium (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 5643, Pages 496 through 544, Oakland County Records are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation (hereinafter known as the Association Bylaws).

ARTICLE II.

MEETINGS.

Section 1. 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 Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order when not otherwise in conflict with the Articles of Incorporation and Bylaws of the Corporation, or the Condominium Master Deed or Bylaws or the law of the State of Michigan.

Section 2. The first annual meeting of the members of the corporation shall be held within ninety (90) days after more than fifty (50%) percent of the apartments have been sold and deeds delivered to the purchasers. The date, time and place of such meetings shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter the annual meetings of the members of the Association shall be held on the third Tuesday of March each succeeding year. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Section 1 of Article III of these Bylaws. The co-owners may also transact such other business of the corporation as may properly come before them.

Section 3. It shall be the duty of the president to call a special meeting of the co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third 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 4. It shall be the duty of the Secretary 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 five (5) days but not more than ten (10) days prior to such meeting. The mailing 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 I, Section 3(e) of the Condominium Bylaws shall be deemed notice served.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The First Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such first meeting of members of the corporation, the Board of Directors shall be increased in size from three (3) persons to five (5) persons and then and at each Annual meeting of the corporation held thereafter, five (5) directors shall be elected. The term of office (except for the first Board of Directors) of each director shall be one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not

by law, the Master Deed (including the Exhibits thereto) the Articles of Incorporation, or these By-laws prohibited or directed to be exercised and done by the co-owners.

Section 4. In addition to the foregoing duties imposed by these By-laws or by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) Care, upkeep and surveillance of the project and the common elements.

(b) Collection and disbursement of monthly assessments from the co-owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements.

Section 5. The Board of Directors shall make and amend reasonable regulations respecting the use and enjoyment of the apartments and common elements in the Condominium and such other regulations as are necessary for the maintenance and control of the Condominium. All such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the members, in number and value, before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.

Section 6. The Board of Directors may employ for the Association a management agent at 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.

Section 7. Vacancies in the Board of Directors 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 remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor (or for a full term if the predecessor's term would have expired at the time of such annual meeting).

Section 8. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting

Section 9. The first meeting of a newly elected Board of Directors shall be held within ten (10) 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 10. 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 (10) days prior to the date named for such meeting.

Section 11. Special Meetings of the Board of Directors may be called by the President on three (3) days 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 one director.

Section 12. 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 13. 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, there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. 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 IV

OFFICERS

Section 1. 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, all of whom shall serve without compensation. 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.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon an 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.

Section 4. 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.

Section 5. 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.

Section 6. 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 such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association 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 moneys and other valuable effects in the name and to the credit, of the Association, in such depositaries as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V.

OBLIGATIONS OF THE OWNERS

Section 1. A co-owner shall not make structural modifications or alterations to his apartment without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Association if no management agent is employed. Such notice shall state the nature of the intended alteration or modification and shall contain in reasonable detail, the proposed manner of its implementation. The association shall

be obliged to approve or disapprove the said alteration in writing to the person by whom approval was sought within twenty (20) days of receipt of such notification and failure to do so within the stipulated time shall constitute approval by the Association of the proposed modification or alteration.

ARTICLE VI.

Section 1. The corporation shall have a seal which shall have inscribed thereon "Briarwood Square Condominium Association", the words "corporate seal" and "Michigan".

ARTICLE VII.

Section 1. The fiscal year of the corporation 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.

ARTICLE VIII.

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a majority of co-owners as defined in Article I, Section 3(i) of the Condominium Bylaws.

ARTICLE IX.

COMPLIANCE

These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended and with the Master Deed recorded in Liber 5643 of Deeds, Pages 496 through 544, Oakland County Records. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

(2)

EXHIBIT A

BYLAWS

LIBER 5643 PAGE 503

BRIARWOOD SQUARE CONDOMINIUM

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. Briarwood Square Condominium, a condominium, located at the City of Royal Oak, County of Oakland, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain and operate the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and Bylaws of the Association and the laws of the State of Michigan. The Association may provide for independent management of the Condominium project.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) 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 apartment in the Condominium.

(c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in paragraph "SIXTH" of the Master Deed. Voting shall be by value except in those instances where voting is required to be in value and in number.

(d) 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 an apartment in the Condominium project to the Association. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

(e) 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 apartment or apartments owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal 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.

(f) There shall be an annual meeting of the members of the Association. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by written consent of twenty-five (25%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association.

(h) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy at a given meeting of the members of the Association or, when required, more than seventy-five (75%) percent of all co-owners in number and in value and present in person or by proxy, or written consent, if applicable, at a given meeting of the members of the Association.

Section 4. The Association shall keep detailed books of account showing all expenditures and receipts of administration 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 shall be open for inspection by the co-owners during reasonable working hours and shall be audited annualy by qualified auditors. The cost of such audit shall be an expense of administration.

Section 5. Each member of the Board of Directors must be a member of the Association with the exception of the First Board of Directors designated in the Articles of Incorporation of the Association.

Section 6. The first meeting of the members of the Association shall be held within 90 days after conveyance by the Developer of more than eighty (80 %) percent in value and in number of the apartments in the Condominium. Until the first meeting of members, theaffairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association.

ARTICLE II

ASSESSMENTS

Section 1. 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 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements of the administration shall be receipts of administration.

Section 3. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each apartment in paragraph "SIXTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment. The payment of an assessment

shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full.

Section 4. 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 apartment.

Section 5. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees, shall be chargeable to the co-owner in default. The Association may also discontinue the furnishing of any services to a co-owner in default upon seven (7) days written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 6. During the development and sale period, the Developer of the Condominium shall not be responsible for payment of the monthly Association assessment. However, Developer shall be required to pay a proprotionate share of Association maintenance expenses based upon the ratio of unsold apartments at the time the expense is incurred to the total number of apartments in the condominium.

ARTICLE III.

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, Bylaws, or the management agreement, if any, or any disputes, claims or grievances arising among or between co-owners or between co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association in effect December 1, 1967, and as amended from time to time thereafter shall be applicable to any such arbitration.

Section 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election 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. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the Condominium project, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, 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. Co-owners may obtain insurance coverage at their own expense upon their apartments and personal property or for their personal liability.

(b) All buildings, improvements, personal property and other common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the co-owners as a group to another co-owner.

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

(d) 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 re-construction.

ARTICLE V.

RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner.

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated.

(b) If the Condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project.

Section 3. If the damage is only to a part of an apartment which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment. Each co-owner shall also be responsible for the costs not covered by insurance, of any reconstruction, repair or maintenance to any other portions of the

Condominium necessitated by his negligence or misuse or the negligence or any misuse by his family, guests, agents, servants, employees or contractors. In the event damage to a co-owner's apartment is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common element or the reconstruction, repair or maintenance thereof.

Section 5. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the co-owners who own or who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a co-owner shall be paid to the co-owner or if there is a mortgage endorsement, then to the co-owner and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these Bylaws.

Section 8. After complete or partial destruction of the Condominium as a result of any casualty, after any taking of the Condominium by eminent domain, or at any other time, the condominium may be modified or terminated by the unanimous agreement of the co-owners by vote or written consent, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the Oakland County Register of Deeds. Any such termination or modification shall comply with the requirements of Section 9 of Public Acts 229 of 1963, as amended.

Section 9. In the event of any taking of the Condominium by eminent domain, the vote or written consent of seventy-five (75%) percent of the remaining co-owners in value and in number shall be determinative of whether to rebuild or repair the Condominium.

ARTICLE VI.

RESTRICTIONS

Section 1. No apartment in the Condominium shall be used for other than single-family residence purposes, and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. No co-owner shall make alterations or structural modifications to his apartment without the written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium project.

Section 3. A co-owner may rent his apartment but only with the approval of the Association to be obtained in the same manner provided for sale in Section 6 hereof. No rooms in an apartment may be rented and no transient tenants accommodated.

Section 4. Reasonable regulations concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the co-owners in number and in value before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all co-owners.

Section 5. The Association or its agent shall have access to each apartment from time to time during reasonable working hours, upon notice to co-owner, as may be necessary for the maintenance, repair, or replacement of any of the common elements. The corporation or its agent shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment.

Section 6. No co-owner may dispose of an apartment or any interest therein by sale without approval of the Association, which approval shall be obtained in the manner hereinafter provided.

(a) A co-owner intending to make a ~~sale~~ Rent of an ~~apartment~~ or any interest therein shall give written notice to any officer of the Association of such intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require. Said co-owner shall, by such notice, also furnish the Association with the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and representation by such co-owner to the Association and to any purchaser produced by said Association as hereinafter provided, that such co-owner believes the proposal to be bonafide in all respects.

(b) Within twenty (20) days after receipt of such notice of intention to sell, The Association shall either approve the transaction or furnish a purchaser satisfactory to it (and give notice thereof to the selling co-owner) who will immediately execute a contract of sale upon terms as favorable to the seller as the terms stated in the notice; provided, however, that a purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller shall be bound to consummate the transaction with such purchaser as may be approved and furnished by the Association. The approval of the Association shall be in recordable form, signed by any officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale to or furnish an appropriate substitute purchaser within such twenty (20) day period for any reason whatever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval in recordable form, as aforesaid.

(c) Developer shall not be subject to this Section 6 in the initial sale of any apartment following establishment of the Condominium.

(d) This section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any apartment; nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to an apartment by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such apartment; nor shall this section apply to a subsequent sale by Developer or its assignee if the Developer or its assignee re-acquires title to an apartment by purchase at a sale pursuant to foreclosure of any purchase money mortgage held by it or its assignee on such an apartment.

ARTICLE VII

MORTGAGES

Section 1. No co-owner may mortgage his apartment or any interest therein without the approval of the Association except to an institutional lender, including, without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered state or federal credit union. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of an apartment, nor prevent a co-owner from accepting a purchase money mortgage from a purchaser.

Section 2. Any co-owner who mortgages his apartment shall notify the Association through the management agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments". This Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment.

Section 3. 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.

ARTICLE VIII

COMPLIANCE

Section 1. The Association of Co-owners and all present or future co-owners, tenants, future tenants, or any other persons using the facilities of the project in any manner are subject to and shall comply with Act 229, P.A. 1963, as amended, the Master Deed and the Bylaws and the Articles of Incorporation, Bylaws rules and regulations of the Association, and the mere acquisition, occupancy or rental of apartments in the Condominium shall signify that the Master Deed and Bylaws, and the Articles of Incorporation, Bylaws, rules and regulations of the Association are accepted and ratified. In the event the Master Deed or Bylaws or Articles of Incorporation, Bylaws, rules or regulations of the Association conflict with the provisions of the statute, the state shall govern.

Section 2. When used in the Master Deed and these Bylaws, the definition of "co-owner" found in section 2(1) of Act 229, P.A. 1963, as amended, shall be controlling.

Section 3. These bylaws may be amended by the Association from time to time by approval of at least seventy-five percent (75%) of the co-owners in value and in number.

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I.

The name of the corporation is BRIARWOOD SQUARE CONDOMINIUM ASSOCIATION.

ARTICLE II.

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

(a) To manage and administer the affairs of and to maintain Briarwood Square Condominium, a 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 the 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 real and personal property, including any apartment in the Condominium;

(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 do anything required of or permitted to it as administrator of said Condominium by the Condominium Bylaws or by Act No. 229 of the Public Acts of 1963, as from time to time amended;

(j) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III.

Location of the first registered office is: 207 Northland Square Building, 16250 Northland Drive, Southfield, Michigan.

Post Office address of the first registered office is: 207 Northland Square Building, 16250 Northland Drive, Southfield, Michigan.

ARTICLE IV.

The name of the first resident agent is Gerald J. Rowin.

ARTICLE V.

Said corporation is organized upon a non-stock basis;

The amount 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.

The names and places of business of each of the incorporators are as follows:

Gerald J. Rowin	16250 Northland Drive,	Southfield, Michigan
David J. Sparrow	16250 Northland Drive,	Southfield, Michigan
Sharron Cassidy	16250 Northland Drive,	Southfield, Michigan

ARTICLE VII.

The names and addresses of the first Board of Directors are as follows:

Gerald J. Rowin	16250 Northland Drive,	Southfield, Michigan
David J. Sparrow	16250 Northland Drive,	Southfield, Michigan
Sharron Cassidy	16250 Northland Drive,	Southfield, Michigan

ARTICLE VIII.

The term of corporate existence is perpetual.

ARTICLE IX.

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

(a) Each co-owner of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership;

(b) Membership in the corporation (except with respect to any non-co-owner incorporators; who shall cease to be members upon the qualification

for membership of any co-owner) shall be established by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument of establishing a change of record title to an apartment in the Condominium and the furnishing of evidence of same satisfactory to the corporation, the new co-owner designated by such instrument, thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.

(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 apartment in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, signed our names this 11th day of August, 1970.

David J. Sparrow

Gerald J. Rowin

Sharron Cassidy

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

On this 11th day of August, 1970, before me personally appeared David J. Sparrow, Gerald J. Rowin, and Sharron Cassidy to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Henry W. McNally
Notary Public, Wayne County, Michigan
My Commission Expires: November 22, 1970
(Acting in Oakland County)

(4)

UNITED STATES OF AMERICA

The State of Michigan

Michigan Department of Treasury

Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Allison Green, Treasurer of the State of Michigan, Do Hereby Certify That Articles of Incorporation of

BRIARWOOD SQUARE CONDOMINIUM ASSOCIATION

were duly filed in this office on the 27th *day of* August, *19* 70, *in conformity with Act 327, Public Acts of 1931, as amended.*

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th *day of* August, *19* 70.

Allison Green

State Treasurer.

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(formerly C2401) 1-L