

PURCHASER INFORMATION BOOKLET

FOR

BROOKWOOD

GOLF CLUB

SUBDIVISION

AVON TOWNSHIP
MICHIGAN

DEVELOPERS

1001 SERVICES, INC.
1001 WOODWARD AVENUE
DETROIT, MICHIGAN 48226

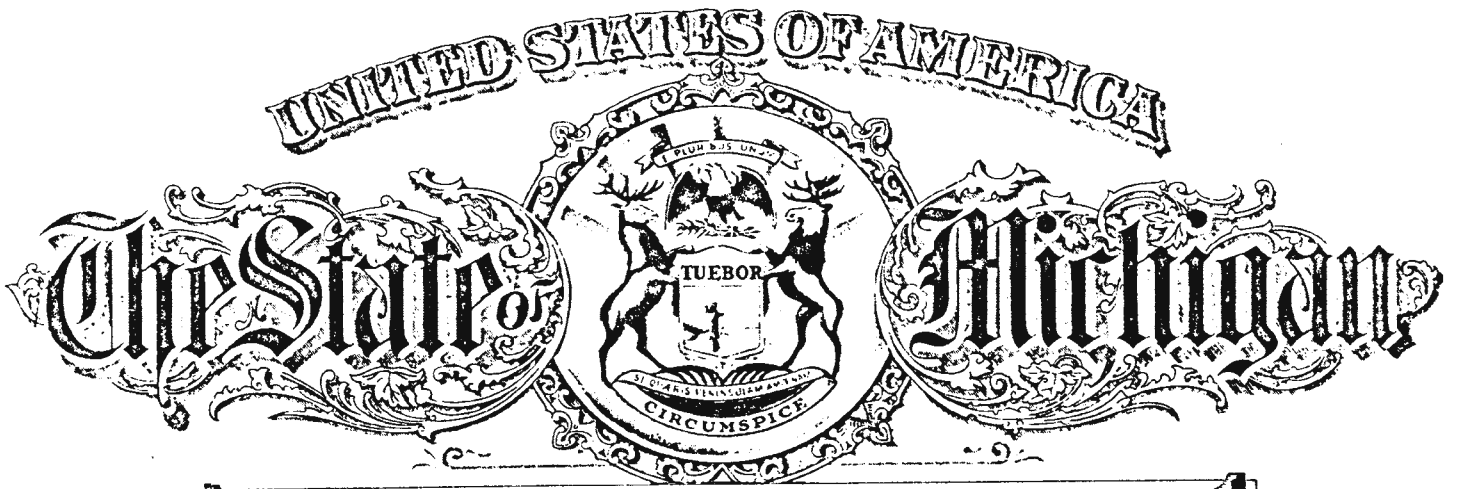
AND

WAKE-PRATT CONSTRUCTION CO.
2033 AUSTIN
TROY, MICHIGAN 48084

Brookwood Golf Subdivision

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Michigan Department of Commerce

Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Keith Molin, Director, Michigan Department of Commerce, Do Hereby Certify That Articles of Incorporation of _____

BROOKWOOD HOME OWNERS ASSOCIATION

were duly filed in this office on the 16th day of August, 19 78, in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public Acts of 1931, as amended.

In testimony whereof, I have herewith set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of August, 19 78.

Keith Molin

Director

(Non-Profit Domestic Corporations)
ARTICLES OF INCORPORATION
OF

BROOKWOOD HOME OWNERS ASSOCIATION

(Name of Corporation)

These articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of act 327, Public Acts of 1931, as amended, ad Act 284, Public Acts of 1972, as follows:

ARTICLE I.

The name of the corporation is Brookwood Home Owners Association

ARTICLE II.

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

- a) To aid in the development and maintenance of the Brookwood Golf club, a subdivision in Avon Township, Michigan, as an attractive, pleasant and desirable community of good quality and value.
- b) To take such action as from time to time may be required or advisable to prevent the violation of any of the provisions of the building and use restrictions imposed upon the lots in the Brookwood Golf Club.
- c) To represent and assist the owners of lots in Brookwood Golf Club in matters relating to the rights and privileges of such owners to the use of the community areas within and adjoining the subdivision held in common with the owners of dwelling units of the adjoining Brookwood Condominium.
- d) For the purpose of cooperating with the adjoining Brookwood Condominium owners and to simplify, expedite and unify the operation, management and maintenance of the Community Areas and Properties enjoyed in common by the owners of lots in Brookwood Golf Club and owners of dwelling units in the brookwood Condominium; to become a member, wit the Brookwood association, a Michigan Non-Profit Corporation, in the Brookwood Council of Home Owners, a Michigan Non-Profit Corporation.
- e) To make and enforce reasonable rules and regulations where appropriate.
- f) To levy reasonable dues and assessments from the owners of lots in the Brookwood Golf Club for the purposes of the corporation.
- g) To assist the Developer ad the Brookwood Council of Home Owners in the assessing and collection of assessments for the operation, maintenance and replacement of the Brookwood Common Properties and community Areas.
- h) In general to exercise all powers and to do all things necessary or advisable to carry out the above purposes.

ARTICLE III.

Said corporation is organized upon a Non-Stock basis
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is _____
of the par value of \$ _____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: _____

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

*Real Property: _____

_____ None _____

*Personal Property _____

_____ None _____

*(Give description of value. If none, insert "none")

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

Dues and assessments of the members.

ARTICLE IV.

The address of the intital registered office is

2033 Austin Troy, Michigan 48084
(No. and Street) (Town or City) (Zip Code)

The mailing address of the intital registered office is (need not be completed unless different from the above address):

_____, Michigan _____
(No. and Street) (Town or City) (Zip Code)

The name of the intital esident agent at the registered office is

Edward W. Pratt _____

ARTICLE V.

The names and addresses of the incorporators are as follows:

Names	Residence or Business Address
Edward W. Pratt	2033 Austin, Troy, Michigan 48084
John H. Wake	2033 Austin, Troy, Michigan 48084
Daniel Petermann	3101 N. Woodward, Royal Oak, Michigan 48072

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:

Names	Residence or Business Address
Edward W. Pratt	2033 Austin, Troy, Michigan 48084
John H. Wake	2033 Austin, Troy, Michigan 48084
Thomas F. Ashcraft	1001 Woodward Ave., Detroit, Michigan 48226

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Acts)

Members Restrictions on Transfers and Voting Rights of Members.

- a) Every person holding or acquiring title in fee or as a land contract purchaser, to a lot in Brookwood Golf Club, upon the recording of the title document in the office of the Oakland County, Michigan Register of Deeds, shall thereby become a member of this corporation.
- b) Membership in the corporation shall be held subject to the By-Laws of the corporation and only while the member retains title to a lot in the Brookwood Golf Club and shall be transferred only by transfer of title to a lot as an appurtenance thereto.
- c) There shall be only one class of membership and voting by members shall be in accordance with the provisions of the By-Laws of this corporation.
- d) Every Owner of a lot in Brookwood Gold Club, either having the fee title thereto unencumbered by any outstanding land contract interest, or having a land contract purchaser's interest therein shall be a member of this corporation upon the recording of the title document in the office of the Oakland County, Michigan, Register of Deeds.

IN WITNESS WHEREOF, the undersigned, the incorporators of the above-named corporation, have hereunto signed these

Articles of Incorporation on this 7th day of August, 19 78

Edward W. Pratt

John H. Wake

Daniel Petermann

(See Instructions on Reverse Side)

MICHIGAN DEPARTMENT OF COMMERCE – CORPORATION AND SECURITIES BUREAU

Date Received

FILED

Michigan Department of Commerce

AUG 16 1978

DIRECTOR

C & S – 102

INFORMATION AND INSTRUCTIONS

Articles of Incorporation–Non-Profit Corporations

1. Article II should state, in general terms, the specific purpose or object for which the corporation is organized.
2. Article V–At least three incorporators are required. Article VI–At least three directors (or trustees) are required. The addresses should include a street number and name (or other designation), in addition to the name of the city and state.
3. The duration of the corporation should be stated in the Articles only if the duration is not perpetual.
4. The Articles must be signed in ink by each incorporator. The names of the incorporators as set out in Article V should correspond with the signatures.
5. An effective date, not later than 90 days subsequent to the date of filing, may be stated in the Articles of Incorporation.
6. One original copy of the Articles is required. A true copy will be prepared by the corporation and Securities Bureau and returned to the person submitting the Articles for filing.
7. FEES: \$10.00 filing plus \$10.00 franchise; total \$20.00. Checks or money order should be made payable to the State of Michigan.
8. Mail Articles of Incorporation and fees to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Drawer C
Lansing, Michigan 48904

BY-LAWS
OF THE
BROOKWOOD HOME OWNERS ASSOCIATION

ARTICLE I

MEMBERS

Section 1. All persons acquiring title to any lot or lots in the Brookwood Golf Club by accepting such title evidenced by the recording of the documents conveying it shall become a member of this corporation and thereby agree to abide by the provisions of the Articles of Incorporation, the By-Laws and such reasonable Rules and Regulations as may be adopted by the Board of Directors from time to time; provided, however, that a Builder holding title to a dwelling unit as a model, or to a lot for not to exceed twelve (12) months for the purpose of constructing a dwelling thereon for sale, shall not be a member.

ARTICLE II

MEETING OF MEMBERS

Section 1. Meetings of Members of the corporation shall be held at the registered office of the corporation or at such other suitable place as designated from time to time by the Board of Directors. At the first meeting the members shall adopt appropriate Rules of Order for the conduct of the meetings, subject to amendment at any future meeting.

Section 2. The first annual meeting of the corporation may be convened by the Board of Directors at any time after the membership reaches 118 in number and shall be convened upon the membership reaching 175 in number. The place, date and time shall be set by the Board of Directors and at least fifteen (15) days but not more than sixty (60) days notice shall be given to each member.

Section 3. Annual meetings shall be held each year after the close of the fiscal year of the corporation but prior to the annual meetings of the Brookwood Council of Home Owners, at such place, date and time as may be set by the Board of Directors. At such meeting the Board of Directors shall be elected by ballot and such other business may be transacted as may lawfully come before the meeting. Only one vote may be cast for each subdivision lot at any meeting of the members. At the first annual meeting the four (4) Directors receiving the greater number of votes shall serve for a term of two (2) years and the other three (3) shall serve for a term of one (1) year. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for a term of two (2) years. Directors may be re-elected to successive terms.

Section 4. It shall be the duty of the President to call a special meeting of the members upon the request of twenty-five (25) members, or by resolution of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. 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 upon each member, at least ten (10) days but not more than sixty (60) days prior to such meeting, which notice shall state the purpose of the meeting as well as the time and place where it is to be held. The mailing by ordinary mail, postage prepaid, of the notice to each member at the address shown on the corporation records, 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. The presence of twenty-five (25) percent of the members in person or by proxy, shall constitute a quorum. If any meeting of the members can not be held for lack of a quorum, the members present may adjourn the meeting to a day and time within seven (7) days thereafter. The vote of the majority present at a meeting at which a quorum is present in person or by proxy, shall constitute the action of the members.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by its Board of Directors, the members of which, except for the first Board named in the Articles of Incorporation, shall be composed of seven (7) members of the corporation. Members of the Board of Directors shall serve without compensation. Vacancies in the Board shall be filled by appointment by the remaining Directors, even though not a quorum. Directors so appointed to fill a vacancy shall serve until their successors are elected at the next annual meeting of the members of the corporation and take office.

Section 2. The Board of Directors shall have duties and all powers necessary to carry out the lawful purposes of the corporation as set forth in the Articles of Incorporation.

Section 3. Annually, a regular or special meeting of the Board held prior to the annual meeting of the members of the Brookwood Council of Home Owners, the Board of Directors shall elect from among the membership of the Brookwood Home Owners Association members to the Board of Directors of the Brookwood Council of Home Owners. The number of Directors to be so elected shall be one for each ten (10) or major fraction of ten (10) "Owners" of lots in the Brookwood Golf Club as defined in the Re- Stated Declaration of Covenants, Conditions, Restrictions and Easements for the Brookwood Community as recorded in liber 7204, pages 811 through 840, Oakland County Records. For this purpose five (5) or more shall be a major fraction of ten (10). Those elected and the Brookwood Council of Home Owners shall be notified of the results of the election.

Section 4. All the action (including the adoption of these By-Laws and any Rules and Regulations) of the

first Board of Directors named in the Articles of Incorporation and before the first annual meeting of the members shall be binding upon the corporation and its members in the same manner as though such actions had been authorized by the members or by a Board of Directors duly elected at the first or any subsequent annual meeting of the members.

Section 5. At the first meeting of the first elected Board of Directors and at such annual meeting thereafter the Board shall appoint an "Architectural Control Committee" to perform the duties prescribed for it in the Declaration of Building and Use Restrictions for Brookwood Golf Club, recorded in liber 7264, page 15, Oakland County Records and any amendment therefore. Upon failure of the Board to make such appointment the committee last appointed by the Board (or by the Declarant) shall continue to serve.

Section 6. As provided in the Articles of Incorporation and the Declaration of Building and Use Restrictions for Brookwood Golf Club as recorded in liber 7264, page 15, Oakland County Records, the Board of Directors shall annually and from time to time establish reasonable assessments and levy against each member in the amount required for the expenses of performance of its duties including the enforcement of the said building and use restrictions. All assessments so levied shall be a lien upon the lots owned by each member and the Board of Directors may enforce payment of said assessments by all legal means including the foreclosure of the lien upon the lots of delinquent members.

Section 7. At any regular or special meeting of the corporation duly called, any one or more of the Directors may be removed with or without cause by a majority of the members of the corporation, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 8. 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 present 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 of the Board of Directors may be held at such time 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 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 10. 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 four (4) Directors.

Section 11. 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 meetings 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. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Participation 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. The Board of Directors may require that all officers and employees of the corporation handling or responsible for corporation funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 14. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if before or after the said action, all members of the Board consent thereto in writing. The written consent shall be filed with the minutes of proceedings of the Board. The consent has the same effect as the vote of the Board for all purposes.

ARTICLE IV

OFFICERS

Section 1. At the annual meeting of the Board of Directors, the Board shall elect the executive officers of the corporation, consisting of a President, Vice President, Secretary and a Treasurer. At the discretion of the Board, additional officers may be created. Two (2) or more offices may be held by the same person, but an officer shall not execute, acknowledge or verify an instrument in more than one (1) capacity. The President and Vice President must be members of the Board of Directors.

Section 2. The officers of the corporation shall be elected annually by the Board of Directors and each shall hold his office for a term of one (1) year and until his successor is elected and qualified or until he shall resign or shall be removed by action of the Board of Directors or otherwise become disqualified to serve.

Section 3. The Board of Directors may remove any officer from office whenever, in its judgment, the interests of the corporation will be best served thereby.

Section 4. When a vacancy occurs in one of the offices by death, resignation or otherwise, it shall be filled by the Board of Directors. The officer so selected shall serve for the balance of the terms of the vacated office and until his successor is chosen and qualified.

Section 5. Each officer shall perform such duties with respect to the management of the affairs of the corporation as may be designated by the Board of Directors from time to time.

Section 6. The President shall be the chief executive officer of the corporation, and in the recess of the Board of Directors, have the general control and management of the corporation's affairs, except such

as may be specifically delegated to any other officer or officers of the company. He shall preside at all meetings of the Directors and at all meetings of the members, unless otherwise determined by a majority of the members present in person or by proxy.

Section 7. The Vice President shall, in the absence or disability of the President, assume the duties and exercise the powers of the President, and shall also do and perform such other acts as the Board of Directors may, from time to time, authorize him to do.

Section 8. The Treasurer shall have custody and keep account of all money, funds and property of the corporation, unless otherwise determined by the Board of Directors, and shall also perform such other acts as the Board Directors may, from time to time, authorize him to do.

Section 9. The Secretary of the corporation shall keep the minutes of all meetings of the shareholders and of the Board of Directors (unless the President appoints a recording secretary for such meetings) and shall be the custodian of the corporate seal, if any be adopted, and roster of the members. He shall perform in addition, such other duties as may be delegated to him from time to time by the Board of Directors.

Section 10. Officers shall serve without compensation.

Section 11. Whenever an officer is absent or whenever for any reason the Board of Directors deems it desirable, the Board may delegate the powers and duties of such officer to any officer or officers or to any Director or Directors.

Section 12. The board of Directors may in any instance designate the officers and agents who shall have the authority to execute a contract, conveyance or other instrument on behalf of the corporation, or may ratify or confirm said execution. If execution of any instrument has been authorized without specification of the executing officers or agents, the President or any Vice President, may execute the same in the name of and on behalf of the corporation, and may affix the corporate seal thereof if one has been adopted.

ARTICLE V

SEAL

Section 1. The Board of Directors may, but need not, adopt a seal for the corporation which shall have described thereon the name of the corporation, the words "Corporate Seal" and "Michigan".

ARTICLE VI

FINANCE

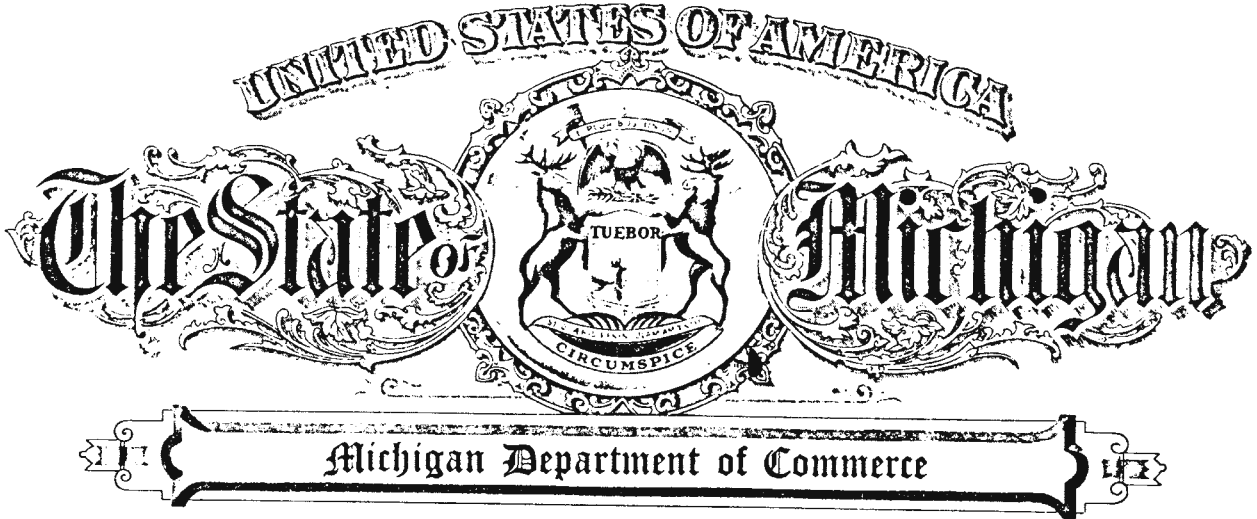
Section 1. The fiscal year of the corporation shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 2. The funds of the corporation shall be deposited in such bank 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 Board of Directors from time to time.

ARTICLE VII

AMENDMENTS

These By-Laws may be altered, amended or repealed by a majority vote of all the members of the corporation at any annual or special meeting of the members called for that purpose, or by written agreement of a majority of all the members.



Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Keith Molin, Director, Michigan Department of Commerce, Do Hereby Certify That Articles of Incorporation of _____

BROOKWOOD COUNCIL OF HOME OWNERS

were duly filed in this office on the 2nd day of October, 1978 in conformity with Act 284, Public Acts of 1972, as amended, and 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 2nd day of October, 1978.

Keith Molin

Director

(Non-Profit Domestic Corporations)
ARTICLES OF INCORPORATION
OF

BROOKWOOD COUNCIL OF HOME OWNERS

(Name of Corporation)

These articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of act 327, Public Acts of 1931, as amended, ad Act 284, Public Acts of 1972, as follows:

ARTICLE I.

The name of the corporation is Brookwood Council of Home Owners

ARTICLE II.

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

1. To accept and hold fee title to the Community and Common Property of Brookwood Areas as defined in the Re-Styled Declaration of Covenants Conditions, Restrictions and Easements as recorded in Liber 7204 on page 811 through 840, Oakland County Records, and as shown on the plat of Brookwood Golf Club, a subdivision referred to in said Re-Statement, for the benefit of the "Owners" as defined in said Re-Styled Declaration and subject to the easements and rights of such "Owners" and all such covenants, conditions, restrictions and easements set forth therein and in the Declaration of Building and Use Restrictions insofar as applicable.
2. Upon receipt of title thereto to maintain said property and to manage and operate the recreational and other uses of said Community Areas and Common properties.
3. To assume all the rights, duties and responsibilities of the Declarant in the said Re-Styled Declaration.
4. To make and enforce reasonable rules and regulations concerning the use of Community Areas and Common Properties.
5. To levy and collect assessment against and from the "Owners" either directly or through the Brookwood Association and the Brookwood Home Owners Association.
6. To contract for and employ persons, firms or corporations to assist in management, operation, maintenance and administration.
7. To rebuild or replace improvements after casualty.
8. To carry and collect proceeds of insurance.
9. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien.
10. 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 aid Common Areas and Common Properties required or permitted by the Condominium Master Deed, By-Laws or by Act. No. 229 of the Public Acts of 1963, as amended, the Subdivision Control Act, the aforementioned Re-Styled Declaration and the Declaration of Building and Use Restrictions or any other agreements or laws pertaining hereto.

ARTICLE III.

Said corporation is organized upon a Non-Stock basis
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is _____
of the par value of \$ _____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: _____

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

*Real Property: None

*Personal Property None

*(Give description of value. If none, insert "none")

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

Assessments of members of the corporate members of this corporation.

ARTICLE IV.

The address of the intital registered office is

2033 Austin Troy Michigan 48084
(No. and Street) (Town or City) (Zip Code)

The mailing address of the intital registered office is (need not be completed unless different from the above address):

_____, Michigan _____
(No. and Street) (Town or City) (Zip Code)

The name of the intital esident agent at the registered office is

John H. Wake

ARTICLE V.

The names and addresses of the incorporators are as follows:

Names	Residence or Business Address
<u>Edward W. Pratt</u>	<u>2033 Austin, Troy, Michigan 48084</u>
<u>John H. Wake</u>	<u>2033 Austin, Troy, Michigan 48084</u>
<u>Daniel Petermann</u>	<u>3101 N. Woodward, Royal Oak, Michigan 48072</u>

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:

Names	Residence or Business Address
<u>Thomas F. Ashcraft</u>	<u>1001 Woodward Ave., Detroit, Michigan 48226</u>
<u>Edward W. Pratt</u>	<u>2033 Austin, Troy, Michigan 48084</u>
<u>John H. Wake</u>	<u>2033 Austin, Troy, Michigan 48084</u>

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Acts)

This corporation is organized pursuant to the and in compliance with the requirements set forth in the Re-
Stated Declaration recorded in Liber 7204 on page 811 through 840, Oakland County Records. The only
members of this corporation shall be the Brookwood Association, a non-profit corporation, the members
of which are the co-owners of the units of the Brookwood Condominium Oakland County Condominium
Subdivision Plan No. 204, and the Brookwood Home Owners Association, a non-profit corporation, the
members of which are the owners of lots in Brookwood Golf Club, the subdivision referred to in Article II
and in the said Re-Statement.

IN WITNESS WHEREOF, the undersigned, the incorporators of the above-named corporation, have hereunto signed these

Articles of Incorporation on this 5th day of September, 19 78

Edward W. Pratt

John H. Wake

Daniel Petermann

(See Instructions on Reverse Side)

MICHIGAN DEPARTMENT OF COMMERCE – CORPORATION AND SECURITIES BUREAU

Date Received

SEP 7 1978

FILED

Michigan Department of Commerce

OCT 2 1978

DIRECTOR

C & S – 102

INFORMATION AND INSTRUCTIONS

Articles of Incorporation–Non-Profit Corporations

1. Article II should state, in general terms, the specific purpose or object for which the corporation is organized.
2. Article V–At least three incorporators are required. Article VI–At least three directors (or trustees) are required. The addresses should include a street number and name (or other designation), in addition to the name of the city and state.
3. The duration of the corporation should be stated in the Articles only if the duration is not perpetual.
4. The Articles must be signed in ink by each incorporator. The names of the incorporators as set out in Article V should correspond with the signatures.
5. An effective date, not later than 90 days subsequent to the date of filing, may be stated in the Articles of Incorporation.
6. One original copy of the Articles is required. A true copy will be prepared by the corporation and Securities Bureau and returned to the person submitting the Articles for filing.
7. FEES: \$10.00 filing plus \$10.00 franchise; total \$20.00. Checks or money order should be made payable to the State of Michigan.
8. Mail Articles of Incorporation and fees to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Drawer C
Lansing, Michigan 48904

BY-LAWS OF

BROOKWOOD COUNCIL OF HOME OWNERS

ARTICLE I

Section 1. The By-Laws of the Brookwood Council of Home Owners are subject to and should be interpreted in harmony with any prior apparently inconsistent provision, if any, in the Master Deed of the Brookwood Condominium, the laws of the Michigan Horizontal Property Act, the Re-Styled Declaration of Covenants, Conditions, Restrictions and Easements for the Brookwood Community as recorded in Liber 7204, pages 811 through 840, Oakland County Records, the provisions of record relating to the “flood plain area” in the Declaration of Building and Use Restrictions for the Brookwood Golf Club Subdivision and the Open Space Agreement with the Township of Avon, Oakland County, Michigan, it being the purpose of the corporation to hold title to the Community Areas and other Common Property of the Brookwood Community in accordance with the above.

ARTICLE II

MEMBERSHIP MEETINGS

Section 1. The first Annual Meeting of the Members of this corporation may be convened by the Board of Directors at any time after the sale and delivery of one hundred thirty-three (133) Residential Properties in the Brookwood Community and must upon sale and delivery of one hundred ninety (190) Residential Properties and prior to the transfer of the Community Properties to the corporation. The place, date and time of the meeting shall be set by the Board of Directors and at least thirty (30) but not more than sixty (60) days notice shall be given to each member. At any regular or special membership meeting the Brookwood Association shall have two (2) votes and the Brookwood Home Owners Association shall have eighteen (18) votes.

Thereafter, the Annual Meeting shall be held each year within four months following the close of its fiscal year at such place, date and time convenient to the members as may be set by the Board of Directors. At such meeting the Board of Directors shall be elected in accordance with the provisions of Article III of these By-Laws, and such other business may be transacted as shall lawfully come before the meeting.

Section 2. It shall be the duty of the President to call a special meeting of the members upon the request of either member, or by resolution of the Board of Directors. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3. 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 s the time and

place where it is to be held, upon each member, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing by ordinary mail, postage prepaid, of the notice to each member at the address shown on the corporation records, shall be deemed notice service. 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 4. If any meeting of the members cannot be held because a quorum is not in attendance, the members 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 its Board of Directors, the members of which, except for the first Board designated in the Articles of Incorporation, must be either co-owners of dwelling units in the Brookwood Condominium and members of the Brookwood Association of Owners, as defined in the Re-State Declaration, of lots in the Brookwood Golf Club and members of the Brookwood Home Owners Association.

Section 2. The first Board of Directors, designated in the Articles of Incorporation, shall be composed of three persons and shall manage the affairs of the corporation until a successor Board of Directors is elected at the first meeting of the members of the corporation as provided in Article II, Section 1 of these By-Laws. Thereafter, each Board of Directors shall be composed of one member for each ten (10), or a major portion of ten (10) co-owners of dwelling units in the Brookwood Condominium and one member for each ten (10), or major fraction of ten (10), "Owners" of lots in the Brookwood Golf Club and for this purpose five (5) or more shall be a major fraction of ten (10). The Board of Directors of the Brookwood Association shall elect the number of Directors determined by the number of dwelling units in the Brookwood Condominium and the Board of Directors of the Brookwood Home Owners Association shall elect the number of directors determined by the number of Owners in lots in Brookwood Golf Club. Members of the Board of Directors shall serve without compensation. Vacancies in the Board of Directors shall be filled by appointment by the remaining Directors, even though not a quorum.

Section 3. The Board of Directors shall have all powers and duties necessary to carry out the purposes of the corporation and may do all things not prohibited by the documents and matters set forth in Article I hereof or required thereby to be exercised and done by the Co-Owners of the Brookwood Condominium or Owners of lots in the Brookwood Golf Club; included in, but not by way of limitation to, the powers and duties of the Board are the following:

(a) Management, operation and maintenance of the Community Areas and Common Properties.

(b) To collect assessments for the purposes of this corporation from Home Owners of the Brookwood Condominium and the Owners of lots in the Brookwood Golf Club in accordance with the provisions of Article III of the said Re-Stated Declaration of Covenants, Conditions, Restrictions and Easements.

(c) To carry all types of insurance reasonably required in the operation, replacement and maintenance

of the Community Areas and Common Properties.

(d) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Community Areas and Common Properties.

(e) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property in furtherance of an of the purposes of the corporation.

(f) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the corporation, and to secure the same by mortgage, pledge, or other lien, on property owned by the corporation; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Brookwood Association and Brookwood Home Owners Association.

(g) To make rules and regulations for the operation and maintenance and use of the Community Areas and Common Properties.

(h) To establish such committees as it deems necessary, convenience or desirable and to appoint persons thereto for the purposes of implementing the performance of its duties and to delegate to such committees any functions or responsibilities which are not by law or the Documents identified in Article I hereof required to be performed by the Board.

(i) To enforce the provisions of the Re-Styled Declaration of Covenants, Conditions, Restrictions and Easements and, when advisable, the Building and Use Restrictions for Brookwood Golf Club.

Section 4. The Board of Directors shall at all times employ for the corporation a professional management agent (which may include the members of this corporation or any person or entity related thereto) at reasonable compensation established by the Board to perform such of its duties and services as the Board shall authorize, which are not by law or by the Documents described in Article I hereof, required to be performed by or have the approval of the Board of Directors or the members of the Brookwood Association and/or Brookwood Golf Club.

Section 5. All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the corporation named in its Articles of Incorporation before the First Annual Meeting of the Members shall be binding upon the corporation in the same manner as though such actions had been authorized by a Board of Directors duly elected at the first or any subsequent annual meeting of members so long as such actions are not prohibited by law or any of the Documents named in Article I hereof.

Section 6. At any regular or special meeting of the corporation duly called, any one or more of the Directors may be removed with or without cause by a majority of the members of the corporation, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 7. 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 meetings, providing a majority of the whole Board shall be present.

Section 8. 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 9. 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 five directors.

Section 10. 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 meetings 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 11. 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. 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 12. The Board of Directors shall require that all officers and employees of the corporation handling or responsible for corporation 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 corporation shall be a President, who shall be a member of the Board of Directors, a Vice-President, 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.

Section 2. The officers of the corporation 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. 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.

Section 4. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the members of the corporation and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the corporation.

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 corporation; he shall have charge of the corporate seal 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.

Section 7. The Treasurer shall have responsibility for keeping corporation funds and securities and shall be responsible for keeping full detailed and accurate accounts in books belonging to the corporation, showing all receipts and expenditures and expenses for maintenance, repair, replacement and operation of the Community Areas and other Common Property, and shall be maintained in accordance with the provisions of Section 4 of Article III of the said Re-Statement of Covenants, Conditions, Restrictions and Easements for Brookwood Community. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the corporation, and in such depositories as may, from time to time, be designed 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

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Re-Statement

Declaration of Covenants, Conditions, Restrictions and Easements, and not inconsistent with the Condominium By-Laws.

Section 2. 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.

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agent as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reasons of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of an 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 Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. 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 (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all the members of the Brookwood Association and of the Brookwood Home Owners Association.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors acting upon the vote of the majority of the Directors, or by either member acting upon the vote of one-third or more of its members or by request of one-third or more of its members made in writing in lieu of votes at a meeting.

Section 2. Upon any such amendment being proposed, a meeting for consideration and action thereon shall be duly called in accordance with these By-Laws.

Section 3. Prior to the First Annual Meeting of Members these By-Laws may be amended by the Board of Directors of the corporation by majority vote or by the Developer without approval from any person except by the Michigan Department of Commerce as to such amendments as shall increase or decrease the benefits or materially affect the rights of any member of the Brookwood Association or the

Brookwood Home Owners Association. Thereafter amendments shall be by a simple majority vote by the members or such greater vote as may be required elsewhere herein or by the matters listed in Article I hereof.

Section 4. After the first meeting of the members, amendment to these By-Laws shall become effective upon adoption of the same by the members of a majority vote, except such amendments which increase or decrease the benefits or obligations or materially affect the rights of any co-owner of the Brookwood Condominium or owner of a lot in the Brookwood Golf Club, in which case confirmation by an affirmative vote of sixty per cent (60%) of each of the said owner and co-owners shall be required as well as approval of the Michigan Department of Commerce or its successors. Such vote confirming the Amendment may be in person or proxy or by instrument in writing.

Section 5. Any amendment of these By-Laws as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Brookwood Association or Brookwood Home Owners Association shall become effective upon adoption of the same without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. A copy of each amendment to these By-Laws shall be furnished to each member of the corporation after adoption.

RE-STATED DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
BROOKWOOD COMMUNITY

This Re-Stated Declaration, made by WAKE PRATT CONSTRUCTION COMPANY, a Michigan corporation, 2033 Austin, Troy, Michigan, and 1001 SERVICES, INC., a Michigan corporation, 1001 Woodward Avenue, Detroit, Michigan, doing business as BROOKWOOD HOMES, a joint venture, hereinafter referred to as the "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant previously made and executed on May 21, 1975, and recorded on May 23, 1975, in Liber 6471 on pages 528 through 558, Oakland County Records, a Declaration of Covenants, Conditions and Restrictions for Brookwood Community, described in Exhibit A attached thereto and also Exhibit A attached hereto, and

WHEREAS, the development of a certain portion of said land has been completed as a condominium project known as Brookwood Condominium, Oakland County Condominium Subdivision Plan No. 204, the Master Deed of which is recorded in Liber 6471, pages 733 through 766, Oakland County Records.

The portion so developed is described in Exhibit B attached hereto and also designated on the plat of Brookwood Golf Club, a subdivision hereinafter referred to, and

WHEREAS, the said original Declaration provided various options for the development of the balance of the lands described in Exhibit A and the Declarant is pursuant thereto subdividing said lands as Brookwood Golf Club, a subdivision of certain land in Avon Township, Oakland County, Michigan, and described in Exhibit C attached hereto, which subdivision includes 175 lots to be used for single family residential purposes in accordance with and limited as hereinafter set forth; and streets, rails, drives and lanes all as shown on the plat thereof, and

WHEREAS, said subdivision also includes parcels of land as shown on the plat thereof know as “Golf Course Areas” which have been developed into a golf course for the benefit of the owners and residents of the Brookwood Community and other all as hereinafter provided, and

WHEREAS, the subdivision also includes a parcel of land as shown on the plat thereof known as “Comfac” which has been developed into a community facility consisting of a community center, tennis courts and a swimming pool for the benefit of the owners and residents of Brookwood and others as hereinafter provided, and

WHEREAS, Declarant desires to extend to the owners of all properties in the Residential Areas within Brookwood the perpetual right to utilize and benefit from the Community Areas and to provide a permanent method for the support and upkeep of said Areas in such manner as shall be fair, reasonable and proper, taking into consideration the present development of the Brookwood Community,

NOW, THEREFORE, the Declarant hereby declares that all the properties above described shall be held, sold and conveyed and otherwise dealt with subject to the obligations, easements, restrictions, covenants and conditions as set forth in this Re-Stated Declaration which shall run with the land and be binding upon and inure to the benefit of all subsequent owners thereof and all persons having any right, title or interest therein, their heirs, devisees, representatives, successors and assigns.

ARTICLE I

DEFINITIONS

As used in this Declaration the terms defined in this Article I shall have the meanings as set forth herein unless the context in which they are used clearly indicates otherwise.

Section 1

“BROOKWOOD CONDOMINIUM” shall mean the Oakland County Condominium Plan No. 204, the Master Deed of which is recorded in Liber 6471, Pages 733 through 766, Oakland County Records and located on the land described in Exhibit B attached hereto.

Section 2

“SUBDIVISION” shall mean the Brookwood Golf Club, a subdivision, according to the plat thereof as recorded in Liber _____, pages _____ Oakland County Records.

Section 3

“BROOKWOOD AND/OR BROOKWOOD COMMUNITY” shall mean and refer collectively to all land described in Exhibit “A” and including the land comprising the Brookwood Condominium.

Section 4

“COMFAC” shall mean and refer to the area of land upon which, for the use and enjoyment of the owners in common with others, there has been developed a community facility consisting of a swimming pool, tennis courts and a community building, and on which there is an existence a stream and pond together with appurtenant structures, which area of land is identified on the plat of the subdivision as ‘Brookwood Comfac’.

Section 5

“COMMUNITY AREAS” shall mean all the real property now or hereafter designated or reserved for the common use and enjoyment of the owners, including the lands designated as private on the plat of Brookwood Gold Club by this Declaration or by other recorded instrument. Such areas shall include “Comfac”, the Golf Course Areas, the streets and other roadways as shown on the subdivision plat and areas occupied by fences, and gateways, all as shown on the plat of the subdivision, and other common property, which areas are hereby so designated as for the common use of the owners and others as hereinafter provided.

Section 6

“DECLARANT” shall mean and refer to Wake Pratt Construction Company, a Michigan corporation, and 1001 Services, Inc., a Michigan corporation, doing business as Brookwood Homes, a joint venture, and their successors and assigns.

Section 7

“DWELLING UNITS” shall mean an improved space designed for and ready for occupancy for independent dwelling purposes, whether located in a detached, semi-detached, row or multiple-family structure. A condominium apartment as defined in Act 229 of Michigan Public Acts of 1963, as amended, shall be included within the meaning of “DWELLING UNIT” as shall any other type of residential unit.

Section 8

“GOLF COURSE AREAS” shall mean and refer to the area of land which has been developed as a golf course including cart paths and rough areas and all as shown on the plat of the subdivision.

Section 9

“OWNER” shall mean and refer to the owner as recorded in the Office of the Register of Deeds, whether one or more persons or entities, of a fee simple title or land contract vendee’s interest and the right to possession in or to any dwelling unit of the Brookwood Condominium or to any specified lot or lots within the subdivision, except that one holding any such interest merely as security for the performance of an obligation or as a model or for a period of not to exceed twelve (12) months for the construction and sale of a dwelling or dwellings shall not be deemed an Owner.

Section 10

“RECREATIONAL AREAS” shall mean the Golf Course Areas and “Comfac”, being those portions of the Community Area so designated on the Plat of the subdivision and intended for recreational use.

Section 11

“RESIDENTIAL PROPERTY OR RESIDENTIAL PROPERTIES” shall mean a lot and/or lots in the subdivision according to the recorded plat thereof and to the dwelling units of the Brookwood Condominium.

Section 12

“COMMON PROPERTY” shall mean and refer to all property, real or personal, acquired by the Declarant, and its successors, and used in conjunction with Brookwood for the benefit of the Brookwood owners.

ARTICLE II

PROPERTY RIGHTS

Section 1

“OWNERS’ EASEMENTS OF ENJOYMENT OF COMMUNITY AREAS

Every Owner shall have a right and easement of enjoyment in and to the Community Areas, which right and easement shall be appurtenant to such ownership, subject to such qualifications and limitation as are set forth in this Article and elsewhere in this Declaration, including:

(a) The right of the Declarant and its successors and assigns to make and enforce reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes; provided, however, that any such rules and regulations made by Declarant or its successors or assigns prior to complete development of Brookwood which rules and regulations affect any condominium project established within Brookwood shall not become effective prior to their approval by the Michigan Department of Commerce or any successor thereof as Administrator of Act 229 of Michigan Public Acts of 1963, as amended from time to time.

(b) The right of the Declarant, in its discretion, and as may be approved from time to time by Avon Township, to construct, maintain and improve roads, fencing, recreational facilities and other facilities on the Community Areas for the benefit of the Owners and to permit the use thereof by any persons other than Owners or occupants of Dwelling Units as elsewhere provided for herein.

(c) The right of the Declarant or its successors or assigns to suspend voting rights and the rights of Owners to use any of the Community Areas or any facility therein for any period not to exceed sixty (60) days for the infraction of this Declaration and Declarant’s published rules and regulations, except that such suspension for any continuing infraction may continue for the duration of such infraction.

(d) The right of the Declarant, as elsewhere provided herein, to fix and charge to Owners and non-Owners reasonable admission and other fees for the use by such Owners and non-Owners of the

Recreational Areas which fees may be in addition to the obligatory annual assessments required from Owners and which fees shall be utilized for the maintenance, upkeep, administration and operation of the Recreational Areas.

Section 2

DELEGATION OF USE

Any Owner may delegate, in accordance with the duly promulgated rules and regulations for the Community Areas of Brookwood, his rights or enjoyment of such Community Areas and facilities to all tenants occupying any Dwelling Unit owned by him and to unmarried members of his family, up to twenty-four (24) years of age, his temporary guests and to like family members and temporary guests of any such tenant. Rules and regulations governing the usage of the Community Areas shall be nondiscriminatory in nature and shall favor neither Owners nor tenants of Owners but shall be of like application to both.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1

CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS

The Declarant, for each lot owned by it in the subdivision hereby covenants and each Owner of any residential property in Brookwood, that is, any lot in the subdivision, and each Owner of a Dwelling Unit in the Brookwood Condominium, by acceptance of title thereto, covenants and agrees to pay to Declarant and its successors (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable actual attorneys fees incurred in the collection thereof, shall, from the date of assessment, be a charge and a continuing lien upon each lot and each Residential Property against which each such assessment is made. Each such assessment, together with such interests, costs and attorneys fees, shall also be the personal obligation of the person who as the Owner of such lot and/or Dwelling Unit at the time when the assessment fell due.

Section 2

PURPOSE OF ASSESSMENTS

The assessments levied by the Declarant shall be used exclusively to promote the health, safety, welfare and recreation of the residents of the Residential Properties, including, but not limited to, the improvement and maintenance of the Community Areas and the facilities thereon, and other Common Property, the payment of taxes and assessments, if any, levied against the Community Areas and other common property and, in general, the carrying out of the purposes set forth in or permitted by this Declaration. Declarant may provide in such assessments for reasonable reserves for contingencies, replacements, and improvements for the Community Areas and other Common Property provided the amount placed in reserve in any fiscal year shall not exceed ten percent (10%) of the annual assessment

determined without regard to such reserves except upon compliance with Section 4 below.

Section 3

RESIDENTIAL PROPERTIES AFFECTED BY ANNUAL ASSESSMENTS

The following shall be assessable:

(a) Each Residential Property in Brookwood shall be assessable and shall be perpetually liable for all costs of maintenance, repair, replacement and operation of the Community Areas and other Common Property of Brookwood. A separate assessment shall be determined by Declarant and made against each Residential Property in Brookwood. The total amount assessable against all Residential Properties shall be divided by the total number of lots in the subdivision combined with the number of Dwelling Units in the Brookwood Condominium to determine the separate amount assessable for each Residential Property. PROVIDED, HOWEVER, that the foregoing provisions in this Section 3, subsection (a), shall become effective only after conveyance of Community Areas and other Common Property to the Brookwood Council of Home Owners in accordance with the provisions of Article IV, Section 2. The Community Areas shall not, in and of themselves, be assessable.

(b) In the case of the Brookwood Condominium, each condominium unit, including its appurtenant share of any condominium common elements, shall be deemed to be a Dwelling Unit and shall constitute the Residential Property against which the assessment is made.

(c) The total annual assessment to support the Community Areas and other Common Property of Brookwood shall be levied equally against each Residential Property as provided in Section 3.

Section 4

DETERMINATION OF AMOUNT OF ASSESSMENTS

(a) Assessment Prior to Conveyance of Community Areas and other Common Property to the Brookwood Council of Home Owners.

Prior to the conveyance of the Community Areas and other Common Property to the Brookwood Council of Home Owners, Declarant shall maintain records of the expenses necessary for maintenance, repair, replacement and operation of the Community Areas and other Common Property in reasonable detail and in accordance with the following additional requirements:

(1) Common Property Maintenance Account. Declarant shall maintain a separate record of all expenses of maintenance, repair and replacements of the perimeter fences, entranceway, street lighting, sprinkler mains, community lawns and landscaping, and roadways in Brookwood. All expenses of maintenance, repair, and replacement of any roadways, fences, entranceway, street lighting, sprinkler mains, community lawns and landscaping shall be born exclusively by the Owners of the Residential Properties in accordance with the provisions of Section 3 of Article III.

(2) Golf Course Areas Account. Declarant shall maintain a separate record of expenses which relate to the maintenance, repair, replacement and operation of the Golf Course Areas. This account shall, in turn, be divided into two separate accounts. Expenses of maintaining golf tee areas, golf greens and fairways and watering, fertilizing and mowing the Golf Course Areas shall be deemed general expenses

attributable to the Golf Course Areas both as a golf course and as an open space amenity, and such expenses shall be reasonably allocable to both of the following accounts:

(i) Golf Course Areas Recreational Account – Declarant shall maintain a separate account and record of all costs which relate to the maintenance and operation of the Golf Course Areas as a golf course which account shall include all expenses which relate strictly to golf course use of the Golf Course Areas (such as, but not limited to, special hazard insurance relative to golf course play) and which account shall also include a reasonable share of expenses of maintaining golf tee areas, golf greens and fairways and watering, fertilizing and mowing the Golf Course Areas.

(ii) Golf Course Areas Open Space Account – Declarant shall maintain a separate record of the costs of maintenance, repair and replacement of the Golf Course Areas as a visual and open space amenity which expenses shall include all expenses which relate strictly to the nature of the Golf Course Areas as such open space amenity (such as, but not limited to, all real property taxes thereon and general property damage and public liability insurance) and which account shall also include a reasonable share of the expenses of maintaining golf tee areas, golf greens and fairways and watering, fertilizing and mowing the Golf Course Areas. Where actual costs of maintaining the Golf Course Areas as a visual and open space amenity are not available, a reasonable estimate of such cost shall be used.

(3) Comfac Account. Declarant shall maintain separate accounts for the Comfac in accordance with the following requirements:

(i) Recreational Usage Account – Declarant shall maintain a recreational usage account which shall include expenses of maintenance, repair and replacement of the swimming pool and tennis courts and the pro rate share of the expenses of the community building which are utilized in connection with the operation of the golf, tennis and pool facilities.

(ii) Community Usage Account – Declarant shall also maintain a community usage account which shall include only the reasonable pro rata share of the expenses of the community building relative to the existence and usage of space devoted to Brookwood community purposes as opposed to recreational usage.

(4) The assessment for which each owner of a Residential Property in Brookwood shall be liable shall be determined only with reference to the Common Property Maintenance account, the Golf Course Areas Open Space Account and the Comfac Community Usage Account and shall, for each Dwelling Unit be 1/190 of the total expenses attributable to each such account and assessable to the Owners of Residential Properties in Brookwood.

Expenses of maintenance, repair, replacement and operation which relate to the Golf Course Areas Recreational Account and the Comfac Recreational Usage Account shall be borne in the first instance from revenues generated through the use of such facilities by Owners in Brookwood and non-Owners. Declarant, in its sole discretion, shall have the right to charge such fees for the usage of the Golf Course Areas as a golf course and the Comfac as a recreational facility as it deems fit. Until the date of conveyance of the community Areas and other Common Property by the Declarant in accordance with Article IV, Section 2 of this Declaration (which date may sometimes hereinafter be known as the

“Transition Date”), Declarant shall have the right to admit a maximum of 250 families total membership in the recreational facilities of the golf course and of Comfac, which families may be non-Owners as well as Owners in Brookwood. Up to the Transition Date, Owners of Residential Properties in Brookwood shall have a prior opportunity to become members in the Comfac Recreational Facility and the Golf Course Facility. If membership is full, declarant shall be entitled to temporarily exclude any Brookwood Owner from membership in order to honor a contract made and executed prior thereto with a Non-Owner for a seasonal membership. No contracts may be made by Declarant with non-Owners for membership to extend for a period longer than one year at a time.

To the extent that revenues generated from usage fees and by sale of membership in the Comfac and Golf Course are insufficient to pay the expenses allocable to the Golf Course Recreational Account and the Comfac Recreational Usage Account, then the Declarant shall contribute such funds as may be reasonably necessary to pay the balance of expenses allocable to both of said accounts until but no beyond the time at which conveyance of the Community Areas and other Common Property by the Declarant is made to the Brookwood Council of Home Owners in accordance with Article IV Section 2 of this Declaration, (which date may sometimes herein be known as the “Transition Date”).

(b) Assessment Subsequent to Conveyance of Community Areas and other common Property to the Brookwood Council of Home Owners

Subsequent to the conveyance of the Community Areas and other Common Property to the Brookwood Council of Home Owners by the Declarant, the Owners of the Residential Properties in Brookwood shall be responsible for all expenses of maintenance, repair, replacement and operation of the Community Areas and property in accordance with the provisions of Section 3(a) of Article III and the Declarant shall no longer have any obligation to subsidize the Community Areas and other Common Property in any respect except insofar as it may own one or more residential properties in Brookwood, in which case the Declarant shall be responsible for an assessment equal to 1/190 of the total assessments multiplied by the number of lots it owns. Except as hereinafter provided in Article V, Section 5, there shall be no perpetual obligation on the part of the Declarant or its successors or any other person or entity responsible for maintenance, repair, replacement and operation of the Community Areas and other Common Property to continue to operate the Golf Course Areas as a golf course or in any other particular manner except as may be determined from time to time in accordance with the procedures for the management, control and administration of the Community Areas in this Declaration and except that the Owners of the Residential Properties shall not be entitled to decide to discontinue maintenance of all or any portion of the Golf Course Area as a golf course or the Comfac as a tennis and swimming recreational facility until the sale and delivery possession by the Declarant of one hundred ninety (190) Residential Properties.

(c) There shall be no obligation on the part of the Declarant or its successors to maintain the lawns on individual lots, however, the Declarant and/or its successors shall be obligated to maintain a service to provide such lawn care for the Owners of the lot or lots. Owners can avail themselves of this service by a written annual request and shall be charged, and they shall pay such fees for this service as established by the Declarant and/or its successors.

Section 5

SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS AND OTHER ACTIONS

In addition to the annual assessments authorized above and after the Community Areas and other Common Property have been conveyed to the Brookwood Council of Home Owners, the Council may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, repair or replacement of any capital improvement upon the Community Areas, including fixtures, and personal property relating thereto and other Common Property, or the cost of establishing or adding to a reserve therefore, provided that any such assessment shall have the assent, by written consent or at a meeting duly called for such purpose, of the owners of more than fifty percent (50%) of the total of the lots in Brookwood Golf Club and the dwelling units in the Brookwood Condominium combined. Subject to the last sentence of Section 4(b) above, any action to materially change or discontinue the maintenance and operation of the Recreational Areas or any portion thereof as they are initially constructed and operated by Declarant shall require the consent of the Owners of the same percentage of lots and condominium units combined as hereinabove specified in this Section for Special Assessments.

Section 6

UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for each property, whether within the Subdivision or within Brookwood Condominium.

Section 7

ASSESSMENTS: DATE OF COMMENCEMENT AND DUE DATES

The annual assessments provided for herein shall commence January 1, 1978. Declarant, its successors and assigns shall estimate and fix the rate of the annual assessment with respect to each at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessments shall be sent to each owner of any Residential Property immediately after action assessing the same, provided, however, that where there is more than one Owner of a Residential Property only one notice need be sent. The due date or due dates for payment shall be established and shall be stated in said notice. Declarant, its successors and assigns shall upon demand by any person with a real property interest in any Residential Property furnish a certificate signed by an authorized person with knowledge setting forth whether or not all assessments have been paid with respect to such property and setting forth any unpaid amounts, if any, and applicable interest charges and due dates.

Section 8

EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES

Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the rate of seven percent (7%) per annum or at such lesser uniform rate as shall be established by the Declarant, its successors and assigns, at the time of the fixing of the assessment period. Unpaid installments of any annual assessment

which is payable on a monthly basis may be accelerated in the event any such monthly payments are in arrears. Declarant, its successors and assigns may bring an action against a delinquent Owner or other person personally obligated to pay the same and may foreclose the lien established by the terms of this Declaration in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting unpaid assessments including interest, costs, and actual attorneys' fees and advances for taxes and other liens to protect the lien for assessments shall be chargeable to the Owner in default and shall be secured by the lien of his Residential Property with respect to which the assessment was levied. No Owner may waive or otherwise escape liability for the obligatory assessments provided for herein. Wherever the foregoing provisions in this section 8 are inconsistent with or in conflict with the provisions of Section 4, 6 or 9 of ARTICLE II of the Condominium By-Laws of the Brookwood Condominium, the provisions of the latter shall control.

Section 9

SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Property shall not affect the assessment lien. However, the sale or transfer of any Residential Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Property from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV

BROOKWOOD COUNCIL OF HOME OWNERS

Section 1

In order to provide for the orderly operation and maintenance of the Community Areas and other Common Property, the Declarant shall organize a non-profit corporation to be known as Brookwood Council of Home Owners. The only members of the Brookwood Council of Home Owners shall be the Brookwood Home Owners Association who are the owners of lots in Brookwood Golf Club, pursuant to the Declaration of Building and Use Restrictions of said subdivision and the Brookwood Association, the latter being the non-profit corporation of which the co-owners of the units of the Brookwood Condominiums are the only members. The purpose of the Council shall be to accept and hold title and to administer the Community Areas and all the facilities thereon and all other Common Property, and further to assume all the rights, duties and responsibilities of the Declarant in regard to the Brookwood Community, including the Community Areas upon conveyance of title as provided below.

(b) The affairs of the Council shall be managed by a Board of Directors which shall consist of one member for each ten (10), or major fraction of ten (10), Owners of lots in Brookwood Subdivision and Co-Owners in Brookwood Condominium. Five or more shall be considered a major fraction of ten (1). The members of the Board who are owners of lots in the Subdivision shall be appointed by the Board of Directors of the Brookwood Home Owners Association and those who are Brookwood Condominium

co-owners shall be appointed by the Board of Directors of the Brookwood Association. All members of the Board must be either owners of lots in the Brookwood Subdivision or co-owners of the Brookwood Condominium. Decisions for the management, control, administration, maintenance, repair and replacement of the Community Areas, the facilities thereon and other Common Property shall, after the transfers and conveyances pursuant to this ARTICLE IV, except decisions elsewhere in this Declaration required to be made by the Residential Property Owners, shall be made by the Board of Directors of the Brookwood council of Home Owners.

Section 2

TRANSFER TO THE BROOKWOOD COUNCIL OF HOME OWNERS

The Declarant may at any time after the sale and delivery of possession of one hundred thirty-three Residential Properties in Brookwood and MUST after the sale and delivery of one hundred ninety (190) Residential Properties:

(a) Transfer to the Brookwood Council of Home Owners the title to all Community Areas and improvements and appurtenances thereto and all other Common Property and all personal property owned by the Declarant and used in connection therewith, and which transfers shall include all its rights, including control over all funds, street lights, streets, drives, lanes and other roadways, subdivision entrance structures and sprinkler water mains in the Subdivision.

(b) Transfer all its responsibilities for maintenance and operation of the Community Areas and appurtenances thereto and on all facilities thereon and other Common Property to the said Brookwood Council of Home Owners, including streets, lawns other than on owner occupied lots, water mains for the underground sprinkling systems, street lights, the Tienken Road fence, entranceway as well as the recreational facilities including, but not limited to, the club house, golf course, swimming pool and tennis courts.

(c) The above assignments, transfers and conveyances shall be effected by an instrument recorded in the office of the Oakland County Register of Deeds.

Section 3

DECLARANT'S CONTRIBUTION TO MAINTENANCE AND OPERATION

The cost of maintenance and operation of the facilities referred to in Article III – Section 3 above, over and above any assessments and income derived from operation thereof shall be that of the Declarant until title and responsibility is transferred by it as above provided.

ARTICLE V

GENERAL AND MISCELLANEOUS

Section 1

REMEDIES FOR VIOLATIONS: INVALIDATIONS

For a violation or breach of any of these reservations, covenants, conditions and restrictions, the

Declarant, its successors and assigns and any owner individually or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof. The failure of the Declarant its successors or assigns or of any owner to enforce or the failure to enforce promptly any of the reservations, covenants, conditions or restrictions shall not bar other or subsequent enforcement. The invalidation of any one or more provisions hereof by any court of competent jurisdiction shall not affect any other reservation, covenant, condition or restriction the balance shall remain in full force and effect.

Section 2

ASSIGNMENT BY DECLARANT

To Successor Developer: Declarant shall have the right, prior to completion of the development of Brookwood and without the consent or approval of any other person, to assign and delegate any or all of its rights, duties and responsibilities hereunder to such person or persons or entity or entities as may become a Developer or Developers of Brookwood or any part thereof and every reference to Declarant in this Declaration shall be deemed to mean and include a reference to the successors and assigns of Declarant.

Section 3

The Declarant, its successors and assigns, reserves the right to convey or dedicate the streets, lanes, drives and other roadways to the public and all owners acquire their right in the streets subject to this reservation. After the transfer of title and responsibility to the said private streets, lanes, drives and other roadways by the Declarant to the Brookwood Council of Home Owners, such conveyance or dedication to public use may be made by the latter, but only if first authorized in writing by the owners of fifty-one percent (51%) of all the Residential Property units, being fifty-one percent (51%) of all lots in the Subdivision and Co-Owners of the residential units in Brookwood Condominium combined.

Section 4

Written notice of any meeting of the Brookwood Association, the Brookwood Home Owners Association, or the Brookwood Council of Home Owners called for the purpose of taking any action authorized under this Declaration requiring the consent or action by the Owners, as defined herein, either expressly or by implication, shall be sent to all members of such association, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners in person or by a duly executed writing or proxy entitled to cast more than fifty percent (50%) of all votes shall constitute a quorum. All such proxies or writings shall be specific in nature. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Provided, however, that passage of special assessments or other Community Area decisions under Section 5 of Article III shall always require more than fifty (50%) percent approval of all Owners, and no action on such decisions and assessments may be taken on a mere majority of a quorum nor shall any reduced quorum requirement be applicable thereto. It is not intended by the provisions of

this Section to require a meeting if the written consent of the required numbers of Owners is obtained.

Section 5

Notwithstanding any provisions in this Re-Statement Declaration to the contrary, the Recreational Areas shall be used only for recreational purposes such as their present use of a golf course, the community facilities on "Comfac" and/or other recreational purposes such as hiking, nature study, picnicking or similar pursuits in keeping with the maintenance of a visual and open space amenity, as may be approved by the legislative body of the Township of Avon or its successors and by over fifty per cent (50%) of the total of the lots in Brookwood Golf Club and the dwelling units in the Brookwood Condominium combined; nor shall the storm water retention areas and basins be used for any purpose other than storm water retention (except as a water supply for sprinkling the golf course) without the approval of the Township of Avon or its successors.

Section 6

In the event that the Declarant and/or the Council of Home Owners whichever is then responsible for the care of the Common Areas (hereinafter referred to as the Responsible Association), shall at any time fail to maintain the Common Area, and/or the Storm Water Retention Basin in the Common Area in reasonable order and condition, the Township may serve written notice upon it or upon the Owners of Residential Properties, setting forth the manner in which the Common Area, and/or the Storm Water Retention Basin have not been maintained in a reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and further, shall state the date and place of a hearing thereon before the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said thirty (30) days or any extension thereof the Township, in order to prevent the Common Area and/or the Storm Water Retention Basin from becoming a public nuisance, may enter upon said Common Area and/or the Storm water Retention Basin and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Common Area and/or the Storm Water Retention Basin nor vest in the public any right to use the same. Before the expiration of the said year, the Township shall upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the members thereof, at which hearing such Association or the members shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Responsible Association is not ready and able to maintain the Common Area and/or the Storm Water Retention Basin in a reasonable condition, the Township may in its discretion continue to maintain the said Common Area and/or the Storm Water Retention Basin during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter. The cost of maintenance by the Township shall be assessed against the Responsible Association and added to the tax rolls, collected and enforced in a like manner as general township taxes are collected and enforced. The Township shall be, at its option, subrogated to the right of the Responsible Association against its members to the extent of that cost, if the Township shall, by an official resolution, give thirty (30) days written notice to each member

of the Township's election to be subrogated. Maintenance of the retention areas shall include keeping the bottom of the retention basin free from silt and debris, removing harmful algae, maintaining a steel grating across the pond inlets, the control of erosion and such other maintenance as is responsible and necessary to the intended functioning of the basin(s).

Section 7

The covenants and restrictions of this Declaration, except Sections 5 and 6 of this Article V, to which sections the provisions of this Section do not apply, shall run with the land and be binding until May 23, 1015, after which time they shall be automatically extended for successive periods of ten (10) years. Prior to conveyance by Declarant in accordance with Article IV, Section 2, Declarant may unilaterally, without the consent of any person other than the Michigan Department of Commerce, amend this Declaration and the legal descriptions of the Brookwood Golf Club and the Community Areas as shown on the plat of the Brookwood Golf Club in any manner which does not materially increase or decrease the benefits or obligations or materially affect the rights of any Owner. After conveyance by Declarant, this Declaration may be amended at any time by affirmative action of the Owners of seventy-five percent (75%) of all the outstanding votes held by Owners of the Residential properties that is by the action of the Owners of seventy-five (85%) percent of the total of the lots in the Subdivision combined with the residential units in Brookwood Condominium.

EXECUTED this 16th day of May, 1978.

IN THE PRESENCE OF:

Mildred D. Barr

Janet C. Gaulin

WAKE PRATT CONSTRUCTION CO.
A Michigan Corporation

By: _____
Edward W. Pratt, President

IN THE PRESENCE OF:

Dorothy E. Robinson

Mildred D. Barr

1001 SERVICES, INC.
A Michigan Corporation

By: _____
Thomas F. Ashcraft
Executive Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged this 16th day of May, 1978, by Edward W. Pratt, the President of WAKE PRATT CONSTRUCTION COMPANY, a Michigan Corporation, on behalf of the Corporation.

Dorothy E. Robinson
Notary Public, Oakland County, Mi.
My commission expires: June 11, 1979

The foregoing instrument was acknowledged this 16th day of May, 1978, by Thomas F. Ashcraft, Executive Vice President of 1001 Service Inc., a Michigan Corporation, on behalf of the Corporation.

Dorothy E. Robinson
Notary Public, Oakland County, Mi.
My commission expires: June 11, 1979

THIS INSTRUMENT DRAFTED BY

DANIEL PETERMANN, Attorney at Law
3101 N. Woodward Avenue, Ste. 300
Royal Oak, Michigan 48072

WHEN RECORDED RETURN TO
HOLD FOR PICK-UP.
EDWARD W. PRATT

Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS AND LAND SURVEYORS

2731 North Adams • Pontiac, Michigan 48057 • Phone: 313/852-3100 or 313/358-2266

REFERENCE: #5805

FRANKLIN D. WEBSTER
President
CHARLES BIEGUN
Vice-President
DAVID PAWLACZYK
Secretary
EDWARD A. SALTER
Treasurer

March 31, 1978

BROOKWOOD COMMUNITY
DESCRIPTION
TOTAL SITE

A part of the Northeast 1/4 of Section 8 and a part of the Northwest 1/4 of Section 9, T-3-N., R-11-E., Avon Township, Oakland County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 9, said point also being the Northeast corner of said Section 98, thence due East, 579.26 feet along the North line of said Section 9; thence S. 00° 41' E., 2546.20 feet to the East-West 1/4 line of said Section 9; thence N. 89° 43' W., 658.29 feet along said 1/4 line to the West 1/4 corner of said Section 9, said point also being the East 1/4 corner of said Section 8; thence N. 89° 32' W., 1368.75 feet along the East-West 1/4 line of said Section 8; thence N. 01° 44' W., 2532.77 feet to the north line of said Section 8; thence due East, 1493.97 feet along said North section line to the Point of Beginning and containing 119.51 acres.

David Pawlaczyk, R.L.S.

ASSOCIATE:S

HENRY F. PETERS

DORIAN J. POPESCU

ROY J. RUSSELL

ESTOL L. SWEAM

Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS AND LAND SURVEYORS

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FRANKLIN D. WEBSTER
President
CHARLES BIEGUN
Vice-President
DAVID PAWLACZYK
Secretary
EDWARD A. SALTER
Treasurer

March 31, 1978

DESCRIPTION OF BROOKWOOD CONDOMINIUM

A part of the N.E. 1/4 of Section 8, and a part of the N.W. 1/4 of Section 9, T-3-N., R-11-E., Avon Township, Oakland County, Michigan more particularly described as: Commencing at the N.E. Corner of said Section 8, said point also being the N.W. Corner of said Section 9; thence DUE WEST 708.86 feet along the North Line of said Section 8; thence DUE SOUTH 60.00 feet; thence along a curve to the left 99.09 feet, said curve having a radius of 170.00 feet, central angle of $33^{\circ} 23' 53''$ and long chord bearing S. $16^{\circ} 41' 56''$ E., 97.70 feet; thence along a curve to the right 375.68 feet, said curve having a radius of 280.00 feet, central angle of $76^{\circ} 52' 29''$ and long chord bearing S. $05^{\circ} 02' 21''$ W., 348.13 feet; thence along a curve to the right 52.56 feet, said curve having a radius of 300.00 feet, Central Angle of $10^{\circ} 02' 16''$ and long chord bearing S. $25^{\circ} 37' 23''$ E., 52.49 feet; thence along a curve to the left 55.27 feet, said curve having a radius of 200.00 feet, Central Angle of $15^{\circ} 50' 04''$ and long chord bearing S. $28^{\circ} 30' 54''$ E., 55.10 feet to the point of beginning for this description; thence N. $42^{\circ} 04' 16''$ E., 93.08 feet; thence S. $65^{\circ} 35' 42''$ E., 156.47 feet; thence S. $24^{\circ} 24' 18''$ W., 202.28 feet, thence along a curve to the left 356.95 feet, said curve having a radius of 260.00 feet, Central Angle of $78^{\circ} 39' 37''$ and long chord bearing S. $81^{\circ} 22' 33''$ W., 329.57 feet; thence along a curve to the right 354.37 feet, said curve having a radius of 200.00 feet, Central Angle of $101^{\circ} 31' 21''$ and long chord bearing N. $87^{\circ} 11' 39''$ W., 309.80 feet to the point of beginning, containing 2.97 Acres.

Subject to the rights of any easements of record within said property.

Franklin D. Webster, R.L.S.

ASSOCIATE:S

HENRY F. PETERS

DORIAN J. POPESCU

ROY J. RUSSELL

ESTOL L. SWEAM

EXHIBIT C

DESCRIPTION OF

BROOKWOOD GOLF CLUB

A part of the NE 1/4 of Section 8 and a part of the NW 1/4 of Section 9, T3N, R11E. Avon Township, Oakland County, Michigan, more particularly described as: Beginning at the northwest corner of Section 9, said point also being the northeast corner of Section 8; thence due east 579.26 feet along the north line of said Section 9; thence the following course along the subdivision limits of "Tienken Manor Estates No. 3", as recorded in Liber 107, page 4 of Plats, Oakland County Records and "Tienken Manor Estates No 2", as recorded in Liber 106, page 31 of Plats, Oakland County Records: S00°41'00" E., 2546.20 feet to a point on the E.-W. 1/4 line of Section 9; thence N.89°43'00" W., 658.29 feet along the E.-W 1/4 line of said Section 9 to the west 1/4 corner of said Section 9, said point also being the east 1/4 corner of said Section 8; thence the following course along the subdivision limits of "Hitchman's Haven Estates No. 1", as recorded in Liber 70, pages 32 and 22 of Plats, Oakland County Records, said line also being the E.-W. 1/4 line of said Section 8; N. 89°32'00" W., 1368.75 feet; thence N. 01°44'00" W., 2532.77 feet along the subdivision limits of "Avon Meadows", as recorded in Liber 153, pages 7 and 8 of Plats, Oakland County Records to a point on the north line of said Section 8; thence due east 1493.97 feet along the north line of said Section 8 to the point of beginning. Excepting thereof "Brookwood Condominiums" as recorded in Liber 6471, pages 733-766, Oakland County Records, more particularly described as: Commencing at the NE corner of said section 8; thence due west, 318.86 feet along the north line of said Section 8; thence due south 180.00 feet; thence S 34°18'27" E., 188.61 feet to the point of beginning of said "Brookwood Condominiums"; thence N. 79°47'21" E., 128.59 feet; thence S. 65°35'42" E., 156.47 feet; thence S 24°24'18" W., 202.28 feet; thence along a curve to the left 356.95 feet, said curve having a radius of 260.00 feet. Central angel of 78°39'37" and long chord bearing S 81°22'33" W., 329.57 feet; thence along a curve to the right 354.37 feet, said curve having a radius of 200.00 feet, central angel of 101°31'12" and long chord bearing N. 87°11'39" W., 309.80 feet; thence N. 42°04'16" E., 93.08 feet; thence N. 62°20'31" E., 398.54 feet; thence N. 79°47'21" E., 35.00 feet to the point of beginning, and containing 116.54 acres.

DECLARATION
OF
BUILDING AND USE RESTRICTIONS
FOR
BROOKWOOD GOLF CLUB

A Subdivision, the Plat of which is
Recorded in Liber 159 on pages 5, 6, 7 & 8
Oakland County Records.

WAKE PRATT CONSTRUCTION COMPANY, a Michigan corporation, 2033 Austin, Troy, Michigan, and 1001 SERVICES, INC., a Michigan Corporation, 1001 Woodward Avenue, Detroit, Michigan, doing business as BROOKWOOD HOMES, a Joint Venture, the proprietor of BROOKWOOD GOLF CLUB, a Subdivision, the Plat of which is recorded in Liber 159 of Plats, on pages 5, 6, 7, & 8, Oakland County Records, hereinafter referred to as the Declarant, desiring that the residential areas of the Subdivision be improved, used and occupied in a manner which will create and maintain a desirable community of good quality and value, does hereby for that purpose and for the benefit of the Declarant and all future owners of Residential Properties in said Subdivision does hereby impose upon lots numbered 1 through 175 therein the conditions and restrictions hereinafter set forth which shall run with the land and be binding upon all owners of said lots, present and future, their heirs, successors, representatives and assigns.

1. (a) The Brookwood Home Owners Association is a Michigan non-profit corporation to be organized by the Declarant as hereinafter provided The Brookwood Council of Home Owners is a Michigan non-profit corporation to be organized by the Declarant in accordance with the provisions of the Re-Styled Declaration of Covenants, Conditions, Restrictions and Easements for the Brookwood Community, of which the Declarant herein is also the Declarant.

(b) As used herein, the term "Architectural Control Committee" shall mean the Architectural Control Committee appointed by the Declarant until the transfer by it of its responsibility to enforce compliance with these restrictions to the Brookwood Home Owners Association after which time said committee shall be appointed by the Board of Directors of said association.

2. All of said lots shall be used only for private residence purposes and no structure shall be erected, altered, or permitted to remain on any residential lot other than one single private family dwelling with attached private garage. No detached garages shall be permitted. No dwelling shall exceed two stories except that a tri-level or quad-level may be allowed in the discretion of the Architectural Control Committee, where the topography of the land accommodates such structures.

3. Trailers, campers, motor homes mobile homes, boats, tents, shacks, barns of any temporary building of any design whatsoever, are expressly prohibited from being parked over ten (10) days on

any of the streets or lots within this Subdivision, except in a garage. Temporary residence shall not be permitted in unfinished residential buildings. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling which shall be removed from the premises on completion of the building.

4. No lot shall be reduced in size by any method whatsoever. Lots may be enlarged by consolidation of one or more adjoining lots under one ownership. In the event more than one lot is developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one lot as shown on the recorded plat.

5. No residence shall be erected or constructed on any lot which has a living floor space exclusive of garage and porches of less than the following:

- | | |
|----------------|---|
| (a) 1-story | 1,500 square feet, exclusive of any living area in basement level |
| (b) 2-story | 1,100 square feet on first floor, exclusive of any living area in basement level provided the total square footage shall not be less than 2,000 square feet |
| (c) Quad-Level | Not less than 2,000 square feet, exclusive of any living area in basement level |

For purposes of determining the size of the living floor space in any residence, measurements will be taken from outside to outside of exterior walls.

For the purpose of this Declaration, a one-story dwelling shall be considered a dwelling in which the entire useable living area is on one floor; a two-story structure shall be considered a dwelling in which substantially one-third or more of the useable living area is on the second floor; a tri-level dwelling shall be considered a dwelling having three separate distinct levels of living area, excluding basements; a bi-level dwelling shall be considered a dwelling having two separate levels of living area, the lower level having at least on-half of its height above the front grade level.

6. No residence shall be erected, placed or altered on any lot until the construction plans and specifications, and a site plan showing the location of the structure and trees over 6 inches in diameter on the lot have been approved by the Architectural Control Committee as to the exterior materials, harmony of external design with existing structures, and as to orientation of the residence on the lot. All basements will be constructed above the 100 year flood plain level.

7. No trees which exceed six (6) inches in diameter shall be removed or cut, nor shall surface soil be dug or removed from any lot for purposes other than building and landscaping on said lot without the prior consent of the Architectural Control Committee or its duly authorized representative.

8. No buildings may be moved onto any lot or lots in this Subdivision. For purposes of this section, the construction of a residence with the use of factory made panels shall be considered in violation of this section.

9. The erection of any new building, and the repair of any building damaged by fire or otherwise, shall be completed as rapidly as possible and should the owner leave such building in an incomplete

condition for a period of more than six (6) months, then the Architectural Control Committee, or its authorized representative, is authorized and empowered either to tear down and clear from the premises the incomplete portion of such structure, or to complete the same at its discretion, and in either event, the expense incurred shall be charged against the owner's interest therein and shall be lien upon said lands and premises.

10. No outbuildings of any nature whatsoever shall be permitted, said provision being intended to exclude tool and equipment sheds and any structure or structures other than the main residence building itself.

11. Swimming pools shall not be permitted on any lot.

12. No trailers or commercial vehicles, other than those temporarily present on business, may be parked in the residential area of the Subdivision, except in a garage.

13. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, and except one sign erected and maintained by the Declarant and/or the Brookwood Council of Home Owners advertising the Brookwood Golf Club and/or the Brookwood Condominium. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use, all as shall be determined by the Declarant and/or the Brookwood Home Owners Association, and/or the Brookwood Council of Home Owners.

14. No animals or birds shall be kept or maintained in the Subdivision except house pets or persons dwelling therein. Pets in one dwelling shall be limited to one dog and/or two cats.

15. All lots shall be seeded with grass or sodded and one tree having a minimum diameter of 2 ½ inches, measured 3 inches above the butt, will be planted on each lot within three (3) months of issue of certificate of occupancy except that this time may be extended by the Architectural Control Committee when necessary because of inclement weather. Trees which die within twelve (12) months after planting shall be replaced within six (6) months.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. No building, wall or other structure shall be commenced, erected or maintained on any lot nor shall any addition to or change or alteration therein be made, except interior alterations, until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, locations on lot and the grading plan of the lot, including grade elevation of buildings to be built, shall be submitted to an approved in writing by the Architectural Control Committee, or its authorized agent, and a copy thereof as finally approved, lodged permanently with the Committee. The windows facing the golf course in buildings on lots abutting thereon shall be of tempered glass and the Committee shall not approve specifications which do not so provide. No change shall be made in the grade of any lot without written approval of the Architectural Control Committee. The committee shall have the right to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion or aesthetic or other reasons. In so passing upon such plans, specifications and grading plans, it shall have

the right to take into consideration suitability of the proposed buildings or other structure to be built on the site upon which it is proposed to erect the same, the harmony hereof with the surroundings and the effect of the building or other structures as planned on the outlook from adjacent or neighboring property.

Fences shall not be permitted in the Subdivision, except decorative fences attached to the dwelling, Subdivision perimeter fences and fences around the tennis courts and swimming pool in the Comfac.

It is understood that the purpose of this paragraph is to cause residential areas of the Subdivision to develop into beautiful, harmonious private areas.

18. No structure shall be constructed which shall exceed two stories above the front lot grade and said structure shall not exceed thirty-two (32) feet in height. Minimum yard setbacks shall be not less than twenty-five (25) feet on the front, thirty-five (35) feet on the rear and seven (7) feet on one side with the total of both side yard setbacks to be not less than fifteen (15) feet.

In the event of curvilinear streets, the minimum front setback shall correspond to that shown on the final approved plat but at no time shall it be less than twenty-five (25) feet. Front and/or side yard setbacks may be modified by the Architectural Control Committee subject to the approval of Avon Township, or its successors, in cases where existing topography, tree stands or other significant natural features would require major modifications, change or removal of same in order to create a building site in conformance with said yard requirements.

18A. The flood plain area is totally contained within the golf course area. The flood plain area will be maintained as such in perpetuity, no filling of the area to be allowed without the approval of the Department of Natural Resources. The 100 year flood plain limits for Sargent Creek vary from elevation 845.0 to the down-stream plat limit per the D.N.R. approval letter, dated October 6, 1977. No basement floor will be built at an elevation lower than flood plain contour as shown on final plat.

19. The Declarant shall organize a Michigan non-profit corporation to be known as the Brookwood Home Owners Association for the purpose of enforcing these building and use restrictions, appointing Directors of the Brookwood Council of Home Owners and in general to represent the interests of the interests of the owners of the lots in the Brookwood Golf Club. All persons acquiring title to any lot or lots in said Subdivision shall be accepting such title become a member of such association and thereby covenant and agree to abide by the Articles of Incorporation, By-Laws and reasonable Rules and Regulations of such association as may be adopted by its Board of Directors from time to time; and the grantees of any such conveyance agree to pay all reasonable dues and assessments as the Board of Directors shall determine and each such grantee does further agree that all such dues and assessments shall be secured by a lien upon the lot or lots owned by him securing any delinquent dues or assessments and shall be evidenced by a verified statement by the Association Secretary recorded in the office of the Oakland County Register of Deeds; provided, however, that a Builder holding title to a dwelling unit as a model, or to a lot for not to exceed twelve (12) months for the purpose of constructing a dwelling thereon for sale, shall not be a member, nor be subject to the assessments levied as hereinbefore set forth, nor be entitled to vote at any meeting of the Association.

20. Enforcement shall be by proceedings by the Declarant, the Brookwood Home Owners Association, and Brookwood Council of Home Owners and/or the owner of any of said numbered lots in a civil action against any person or persons violating or attempting to violate any covenant either to restrain violations and/or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to subsequent thereto, Upon the conveyance by the Declarant of the Community areas of the Brookwood Golf Club to the Brookwood Council of Home Owners, the Declarant shall also transfer its right and any responsibility to enforce these buildings and use restrictions to the Brookwood Home Owners Association.

21. Except as otherwise provided, herein, these covenants are to run with the land and shall be binding upon all parties and all persons claiming any interest in Brookwood Golf Club until May 23, 1015; after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a written instrument signed by the owners of seventy-five percent (75%) of the lots in Brookwood Golf Club. The provisions of paragraph 18A shall not be affected by any time limitation or amendment and shall remain in full force and effect notwithstanding any such time limit or amendment.

EXECUTED this 13th day of July, 1978.

IN THE PRESENCE OF:

Joan J. Boatman

Mildred D. Barr

Mildred D. Barr

Joan J. Boatman

WAKE PRATT CONTRUCTION CO.
A Michigan Corporation

By: _____
Edward W. Pratt, President

1001 SERVICES, INC.
A Michigan Corporation

By: _____
Thomas F. Ashcraft
Executive Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged this 13th day of July, 1978, by Edward W. Pratt, the President of WAKE PRATT CONSTRUCTION COMPANY, a Michigan Corporation, on behalf of the Corporation.

Janet C. Dodd
Notary Public, Oakland County, Mi.
My commission expires: Oct. 15, 1979

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged this 13th day of July, 1978, by Edward W. Pratt, the President of WAKE PRATT CONSTRUCTION COMPANY, a Michigan Corporation, on behalf of the Corporation.

Janet C. Dodd
Notary Public, Oakland County, Mi.
My commission expires: Oct. 15, 1979

THIS INSTRUMENT DRAFTED BY
Daniel Petermann, Attorney at Law
3101 N. Woodward Avenue, Ste. 300
Royal Oak, Michigan 48072

WHEN RECORDED RETURN TO DRAFTER

A part of the Northeast $\frac{1}{4}$ of Section 8 and a part of the Northwest $\frac{1}{4}$ of Section 9, T own 3 North, Range 11 East, Avon Township, Oakland County, Michigan, more particularly described as: Beginning at a point on the North line of said Section 8, said point being due West 708.86 feet along said North section line from the Northeast corner of said Section 8, said point also being the Northwest corner of said Section 9, thence due South 60.00 feet; thence along a curve to the left, 99.09 feet, said curve having a radius of 170.00 feet, central angle of 33 degrees 23 minutes 53 seconds and long chord bearing South 16 degrees 41 minutes 56 seconds East 97.70 feet; thence along a curve to the right 375.68 feet, said curve having a radius of 280.00 feet, central angel of 76 degrees 52 minutes 29 seconds West 348.13 feet; thence along a curve to the right 52.56 feet; said curve having a radius of 300.00 feet, central angel of 10 degrees 02 minutes 16 seconds and long chord bearing South 25 degrees 37 minutes 23 seconds East 52.49 feet; thence along a curve to the left 55.27

BROOKWOOD GOLF CLUB SUBDIVISION

AVON TOWNSHIP, MICHIGAN

OPEN SPACE AGREEMENT

THIS AGREEMENT is made this 24th day of July, 1978, by and between the TOWNSHIP OF AVON, 407 Pine Street, Rochester, Oakland County, Michigan, hereinafter called the "Township", and the WAKE PRATT CONSTRUCTION COMPANY, a Michigan corporation, 2033 Austin, Troy, Michigan, and 1001 SERVICES, INC., a Michigan corporation, 1001 Woodward Avenue, Detroit, Michigan, doing business as BROOKWOOD HOMES, a joint venture, hereinafter referred to as the "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant previously made and executed on May 21, 1975, and recorded on May 23, 1975, in Liber 6471 on pages 528 through 558, Oakland County Records, a Declaration of Covenants, Conditions and Restrictions for Brookwood Community, described in Exhibit A attached thereto, which Declaration has been amended and Re-Styled and as so re-stated is recorded in Liber 7204 on pages 811 through 840, Oakland County Records, and

WHEREAS, the development of a certain portion of said land has been completed as a condominium project known as Brookwood Condominium, Oakland County Condominium Subdivision Plan No. 204, the Mater Deed of which is recorded in Liber 6471, pages 733 through 766, Oakland County Records. The portion so developed is described in Exhibit B attached hereto and also designated on the plat of Brookwood Golf Club, a subdivision hereinafter referred to, and

WHEREAS, the said original declaration provided various options for the development of the balance of the lands described in Exhibit A and the Declarant is pursuant thereto subdividing said lands as Brookwood Golf Club, a subdivision of all the land described in Exhibit A except that part included in the Brookwood Condominium described in Exhibit B. which subdivision includes 175 lots to be used for single-family residential purposes in accordance with and limited as hereinafter set forth; and streets, trails, drives and lanes and other recreational property referred to as: "Comfac", all as shown on the plat thereof, and

WHEREAS, the Avon Township Zoning Ordinance provides an optional method for the development of a subdivision with areas to be set aside for the benefit of lot owners therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Declarant wishes to develop the hereinabove described property under said provisions, and

WHEREAS, the Declarant has applied for approval under the Open Space provisions of said Zoning Ordinance for said Brookwood Golf Club Subdivision at the time of the submission of the proposed Plat, and final approval has been granted by the Township Board subject to entering into this Agreement, and

WHEREAS, said subdivision also includes parcels of land as shown on the plat thereof known as “Golf Course Areas” which have been developed into a golf course for the benefit of the owners and residents of the Brookwood Community and others all as hereinafter provided, and

WHEREAS, the subdivision also includes a parcel of land as shown on the plat thereof known as “Comfac” which has been developed into a community facility consisting of a community center, tennis courts and a swimming pool for the benefit of the owners and residents of Brookwood and others as hereinafter provided, and

WHEREAS, the Declarant and the Township desire to enter into a binding contract relative to the details of development of said Subdivision and maintenance of the Golf Course Areas and Comfac;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree that this Agreement shall be considered herein, the parties hereto agree that this Agreement shall be considered a binding contract relative to the details of development of said Brookwood Golf Club Subdivision and the maintenance of the Open Space areas.

1. The Declarant hereby acknowledges that it has granted and conveyed to each of the Lot Owners of Lots 1 through 175, both inclusive, of the Brookwood Golf Club Subdivision, according to the plat to be recorded in the Oakland County Records, and to the Co-Owners of the Brookwood Condominium, a right and easement of enjoyment in and to the areas designated on said recorded plat as: Golf Course Areas and Comfac.

2. The Golf Course areas and Comfac shall be used only for recreational purposes such as their present use as a golf course, and the community facilities on “Comfac” and/or other recreational purposes such as hiking, nature study, picnicking or similar pursuits in keeping with the maintenance of a visual and open space amenity, as may be approved by the legislative body of the Township of Avon or its successors and by over fifty percent (50%) of the total of the lots in Brookwood Golf Club and the dwelling units in the Brookwood Condominium combined; nor shall the storm water retention areas and basins be used for any purpose other than storm water retention (except as a water supply for sprinkling the golf course and lawns) without the approval of the Township of Avon or its successors.

3. Title to the Golf Course Areas and Comfac shall be vested in Council of Home Owners as described and provided for in the Re-Stated Declaration of Covenants, Conditions, restrictions and Easements approved by the Township for the benefit of the Owners and subject to the right and easement of enjoyment in and to such Areas by the Lot Owners and Co-Owners of the Brookwood Condominiums. Such easement shall not be personal, but shall be considered to be appurtenant to said lots, which easement shall pass with the title to said Lots and Condominium dwelling units whether specifically set forth in deeds thereto or not.

4. The members of the Council of Home Owners shall be the Brookwood Home Owners Association of which each Lot Owner and any successive Lot Owner of residential Lots in the Brookwood Golf Club Subdivision shall automatically be a member, and the Brookwood Association of which each Co-Owner in the Brookwood Condominium is and shall be a member automatically.

5. In the event that the Declarant and/or the Council of Home Owners whichever is then responsible

for the care of the Common Areas (hereinafter referred to as the Responsible Association), shall at any time fail to maintain the Common Area, and/or the Storm Water Retention Basin in the Common Area in reasonable order and condition, the Township may serve written notice upon it or upon the Owners of Residential Properties, setting for the manner in which the Common Area, and/or the Storm Water Retention Basin have not been maintained in a reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and further, shall state the date and place of a hearing thereon before the township Board or other such Board, body or official to whom the Township Board shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extension thereof the Township, in order to prevent the Common Area and/or the Storm Water Retention Basin from becoming a public nuisance, may enter upon said Common Area and/or the Storm Water Retention Basin and maintain the same for a period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Common Area and/or the Storm Water Retention Basin nor vest in the public any right to use the same. Before the expiration of the said year, the Township shall upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the members thereof, at which hearing such Association or the members shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Responsible Association is not ready and able to maintain the Common Area and/or the Storm Water Retention Basin in a reasonable condition, the Township may in its discretion continue to maintain the said Common Area and/or the Storm Water Retention Basin during the next succeeding year, and subject to a similar hearing and determination, in each year thereafter. The cost of maintenance by the Township shall be assessed against the Responsible Association and added to the tax rolls, collected and enforced in a like manner as general township taxes are collected and enforced. The Township shall be, at its option, subrogated to the right of the Responsible Association against its members to the extent of that cost, if the Township shall, by an official resolution, give thirty (30) days written notice to each member of the Township's election to be subrogated. Maintenance of the retention areas shall include keeping the bottom of the retention basin free from debris, removing harmful algae, maintaining a steel grating across the pond inlets, the control of erosion and such other maintenance as is reasonable and necessary to the intended functioning of the basin(s). Said maintenance by the Township shall not constitute a taking of the basin(s), or the property, nor vest in the public any right to use the same. However, should an emergency threatening the public health, safety and general welfare of the public be determined by the Township to exist, the Township shall have the right to take immediate corrective action.

6. Notwithstanding an other provisions of this Agreement, the Declarant reserves the right to grant easements within the Golf Club Areas and Comfac for the installation, repair and maintenance of water mains, sewers, drainage courses and public utilities subject to the approval of the Township, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Golf Club Areas and Comfac.

7. The parties hereto make this agreement on behalf of themselves, their successors and assigns and hereby warrant that they have the authority and capacity to make this Agreement.

8. These covenants are to run with the land and shall be binding on the parties hereto, their successors and assigns, until the Township and seventy-five (75%) percent of the combined Lot Owners of said Lots in this Subdivision, the Brookwood Golf Club and Co-Owners in the Brookwood Condominiums by an instrument in writing recorded in the Office of the Register of Deeds for Oakland County, Michigan, agree to cancel, alter, amend, or modify this Agreement.

9. Invalidation of any one or more of these covenants by judgment, decree or order of any court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the respective parties have hereunto affixed their hands and seals the day and year first above written.

WITNESSETH:

TOWNSHIP OF AVON

Doris J. Keylon

By: _____
Earl E. Borden, Supervisor

Betty Adamo

By: _____
Thelma G. Spencer, Clerk

WAKE PRATT CONSTRUCTION CO.
A Michigan Corporation

Mildred D. Barr

By: _____
Edward W. Pratt, President

1001 SERVICES, INC.
A Michigan Corporation

Mildred D. Barr

By: _____
Thomas F. Ashcraft
Executive Vice President.

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24th day of JULY, 1978, before me the subscribed, a Notary Public in and for said County, appeared EARL E. BORDEN AND THELMA G. SPENCER who being by me duly sworn did say that they are the Supervisor and the Township Clerk, respectively, of the Township of Avon, and that said instrument was signed in behalf of the Township of Avon, by authority of the Township Board and EARL E. BORDEN AND THELMA G. SPENCER acknowledged said instrument to be the free act and deed of the Township of Avon.

Betty Adamo
Notary Public, Oakland County, Mi.
My commission expires: 9/30/1980

The foregoing instrument was acknowledged this 24th day of July, 1978, by Edward W. Pratt, the President of WAKE PRATT CONSTRUCTION COMPANY, a Michigan Corporation, on behalf of the Corporation.

Dorothy E. Robinson
Notary Public, Oakland County, Mi.
My commission expires: June 11, 1979

The foregoing instrument was acknowledged this 24th day of July, 1978, by Thomas F. Ashcraft, Executive Vice President of 1001 Service Inc., a Michigan Corporation, on behalf of the Corporation.

Dorothy E. Robinson
Notary Public, Oakland County, Mi.
My commission expires: June 11, 1979

THIS INSTRUMENT DRAFTED BY

Daniel Petermann, Attorney at Law
3101 N. Woodward Avenue, Ste. 300
Royal Oak, Michigan 48072

WHEN RECORDED PLEASE RETURN TO:

Thelma G. Spencer, Clerk
Township of Avon
407 Pine Street – P.O. Box 250
Rochester, MI 48063

Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS AND LAND SURVEYORS

2731 North Adams • Pontiac, Michigan 48057 • Phone: 313/852-3100 or 313/358-2266

REFERENCE: #5805

FRANKLIN D. WEBSTER
President
CHARLES BIEGUN
Vice-President
DAVID PAWLACZYK
Secretary
EDWARD A. SALTER
Treasurer

March 31, 1978

BROOKWOOD COMMUNITY
DESCRIPTION
TOTAL SITE

A part of the Northeast 1/4 of Section 8 and a part of the Northwest 1/4 of Section 9, T-3-N., R-11-E., Avon Township, Oakland County, Michigan, more particularly described as: Beginning at the Northwest corner of said Section 9, said point also being the Northeast corner of said Section 98, thence due East, 579.26 feet along the North line of said Section 9; thence S. 00° 41' E., 2546.20 feet to the East-West 1/4 line of said Section 9; thence N. 89° 43' W., 658.29 feet along said 1/4 line to the West 1/4 corner of said Section 9, said point also being the East 1/4 corner of said Section 8; thence N. 89° 32' W., 1368.75 feet along the East-West 1/4 line of said Section 8; thence N. 01° 44' W., 2532.77 feet to the north line of said Section 8; thence due East, 1493.97 feet along said North section line to the Point of Beginning and containing 119.51 acres.

David Pawlaczyk, R.L.S.

ASSOCIATE:S

HENRY F. PETERS

DORIAN J. POPESCU

ROY J. RUSSELL

ESTOL L. SWEAM

EXHIBIT B

DESCRIPTION OF

BROOKWOOD GOLF CLUB

A part of the NE 1/4 of Section 8 and a part of the NW 1/4 of Section 9, T3N, R11E. Avon Township, Oakland County, Michigan, more particularly described as: Beginning at the northwest corner of Section 9, said point also being the northeast corner of Section 8; thence due east 579.26 feet along the north line of said Section 9; thence the following course along the subdivision limits of "Tienken Manor Estates No. 3", as recorded in Liber 107, page 4 of Plats, Oakland County Records and "Tienken Manor Estates No 2", as recorded in Liber 106, page 31 of Plats, Oakland County Records: S00°41'00" E., 2546.20 feet to a point on the E.-W. 1/4 line of Section 9; thence N.89°43'00" W., 658.29 feet along the E.-W 1/4 line of said Section 9 to the west 1/4 corner of said Section9, said point also being the east 1/4 corner of said Section 8; thence the following course along the subdivision limits of "Hitchman's Haven Estates No. 1", as recorded in Liber 70, pages 32 and 22 of Plats, Oakland County Records, said line also being the E.-W. 1/4 line of said Section 8; N. 89°32'00" W., 1368.75 feet; thence N. 01°44'00" W., 2532.77 feet along the subdivision limits of "Avon Meadows", as recorded in Liber 153, pages 7 and 8 of Plats, Oakland County Records to a point on the north line of said Section 8; thence due east 1493.97 feet along the north line of said Section 8 to the point of beginning. Excepting thereof "Brookwood Condominiums" as recorded in Liber 6471, pages 733-766, Oakland County Records, more particularly described as: Commencing at the NE corner of said section 8; thence due west, 318.86 feet along the north line of said Section 8; thence due south 180.00 feet; thence S 34°18'27" E., 188.61 feet to the point of beginning of said "Brookwood Condominiums"; thence N. 79°47'21" E., 128.59 feet; thence S. 65°35'42" E., 156.47 feet; thence S 24°24'18" W., 202.28 feet; thence along a curve to the left 356.95 feet, said curve having a radius of 260.00 feet. Central angel of 78°39'37" and long chord bearing S 81°22'33" W., 329.57 feet; thence along a curve to the right 354.37 feet, said curve having a radius of 200.00 feet, central angel of 101°31'12" and long chord bearing N. 87°11'39" W., 309.80 feet; thence N. 42°04'16" E., 93.08 feet; thence N. 62°20'31" E., 398.54 feet; thence N. 79°47'21" E., 35.00 feet to the point of beginning, and containing 116.54 acres.