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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

BROMLEY PARK COMMUNITY ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions of the Bromley Park Community Association (the "Declaration") is made this 29th day of October, 2002, by Bromley Park Condominiums, L.L.C., a Michigan limited liability company (hereinafter referred to individually as "Bromley"), whose address is 31150 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334 and by Pulte Land Company, L.L.C., a Michigan limited liability company, whose address is 26622 S. Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 (hereinafter referred to individually as "Pulte"). Bromley and Pulte are collectively referred to herein as the "Co-Declarants". Geddes Partners, L.L.C., a Michigan limited liability company, whose address is 2025 W. Long Lake Road, Suite 104, Troy, Michigan 48098 ("Geddes Partners") has joined in the execution of this Declaration solely for the purpose of subjecting its ownership interest in certain land to the terms and conditions of this Declaration.

RECITALS :

A. Pursuant to certain agreements with the Charter Township of Superior, Bromley is the developer of a certain 169.1 acre parcel of land located in the Charter Township of Superior, Washtenaw County, Michigan, which is described in the attached Exhibit "A" and hereinafter referred to as the "Bromley Park Community". The aforesaid agreements comprise the Superior Charter Township Development Agreement Bromley Park Condominium (the "Condominium Development Agreement") dated September 11, 2002 and recorded October 1, 2002 at Liber 4167, Page 516, Washtenaw County Records, and the Amended and Restated Superior Charter Township Subdivision Agreement Bromley Park Subdivision No. 1 (the "Subdivision Agreement") dated September 11, 2002 and recorded October 1, 2002 at Liber 4167, Page 517, Washtenaw County Records.

B. Bromley intends to establish a residential condominium development to be known as "Bromley Park Condominium" (the "Condominium") on 50.71 acres of the land included in the Bromley Park Community; said 50.71 acres being identified in the attached Exhibit "A" as "Parcel 1" and being legally described therein. As currently planned, the Condominium will include 228 attached condominium units and related general and common elements, including private roads, tot lots and entrance way landscaping and a related berm. The Condominium may be established and developed in more than one phase as described in a Master Deed and amendments thereto, all recorded in accordance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

C. The remaining 118.40 acres included in the Bromley Park Community is to be included in two or more platted subdivisions (the "Subdivisions") to be known as "Bromley Park Subdivision No. 1", "Bromley Park Subdivision No. 2", and so forth. The land to be included in the Subdivisions is identified in the attached Exhibit "A" as "Parcel 2" and is legally described therein. The land to be included in the Subdivisions is to be conveyed to Pulte for purposes of development in conformance with the Subdivision Agreement. The total number of subdivision lots to be established in the Subdivisions is 266, with 120 lots to be established in Bromley Park Subdivision No. 1. Bromley Park Subdivision No. 1, as described by the plat thereof, will include approximately 42.89 acres of the land to be included in the Subdivisions. The land included in the Subdivisions will also include a 53.5-acre parcel (the "Woodland Preserve") that is to be preserved as open space in its natural condition, subject to a conservation easement (the "Conservation Easement") to be granted to the Michigan Department of Environmental Quality ("MDEQ") over a portion of the Woodland Preserve measuring approximately 6.34 acres. The boundary of the Conservation Easement is legally described in the attached Exhibit "B".

D. As the developer of the Condominium, Bromley has established Bromley Park Condominium Association (the "Condominium Association") as a Michigan non-profit corporation to administer the common affairs of the Condominium and the owners of the Units established therein in accordance with the Michigan Condominium Act, Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act"). Pulte has established the Bromley Park Homeowners Association as a Michigan non-profit corporation to administer the common affairs of the Subdivisions and the owners of the lots created therein.

D. The Co-Declarants have determined that certain facilities installed or constructed within the Bromley Park Community should be administered, maintained, repaired and replaced by a parent or master association with the authority to impose and collect regular and special assessments to fund such activities. Bromley has established Bromley Park Community Association (the "Community Association") as a Michigan non-profit corporation for that purpose.

E. The Co-Declarants desire to provide for the operation and management of the Community Association and to subject to the authority of the Community Association certain improvements and facilities to be constructed or installed within the Condominium, as it may be expanded, and the Subdivisions established or to be established within the Bromley Park Community, all in accordance with conditions of approval imposed by Superior Township with respect to the development of the Bromley Park Community.

NOW, THEREFORE, the Co-Declarants hereby declare that the land described in the attached Exhibit "A" is hereby submitted to and incorporated into the Bromley Park Community and each and every platted subdivision and condominium established therein, including all lots and open areas within the Subdivisions and all units and common element areas within the Condominium, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time), which shall run with the Bromley Park Community, the Subdivisions and the lots and open areas established therein, and the Condominium and the units and common element areas established therein. The following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time) shall be binding upon and inure



to the benefit of all parties having any right, title or interest in the Bromley Park Community or any part thereof and their heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

1. "Association" shall mean and refer to Bromley Park Community Association, a Michigan non-profit corporation, having its principal office at 31150 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334.

2. "Condominium" shall mean and refer to the condominium to be established by Bromley within the Bromley Park Community under the name of "Bromley Park Condominium" by the recording of a Master Deed and required exhibits thereto in conformance with the Condominium Act.

3. "Condominium Association" shall mean and refer to the association established to administer the common elements of the Condominium as required by the Condominium Act.

4. "Condominium Unit" shall mean and refer to any numbered parcel of land or numbered part of a residential structure established and defined as a condominium unit within the Condominium. Pursuant to the Condominium Act, each Condominium Unit shall be defined and established in the Master Deed recorded to establish the Condominium in which the Condominium Unit is located.

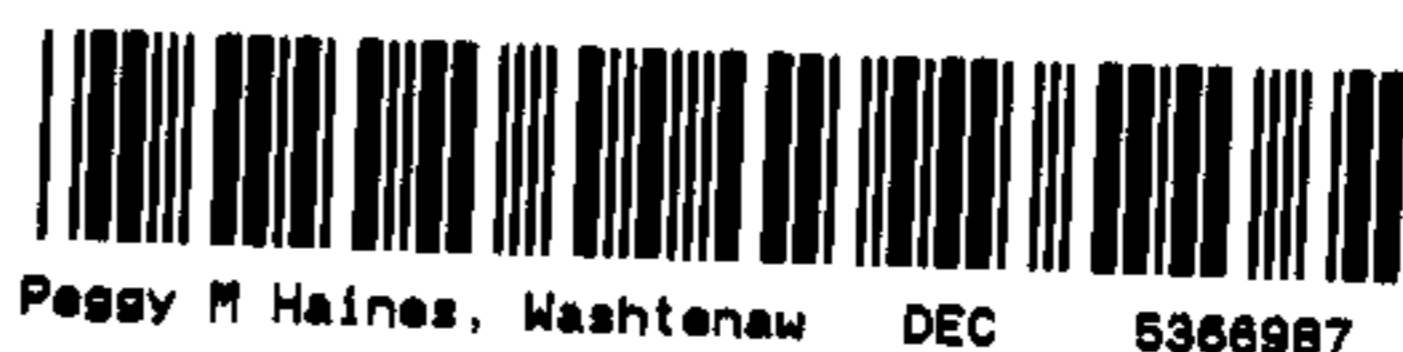
5. "Constituent Association" shall mean and refer to the "Condominium Association" and the "Homeowners' Association" as defined in this Article.

6. "Co-Declarant" shall mean and refer to Bromley Park Condominiums, L.L.C. and Pulte Land Company, L.L.C., both being Michigan limited liability companies, or any successor to either one of them, or any person to whom or which either Co-Declarant may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Washtenaw County, Michigan, and, in each case, as the context may require.

7. "Homeowners' Association" shall mean and refer to the association established with respect to the Subdivisions created within the Bromley Park Community for the administration and maintenance of the common areas and affairs of such Subdivisions.

8. "Lot" shall mean and refer to any numbered parcel of land shown as such upon the recorded Plat of any Subdivision established within the Bromley Park Community.

9. "Member" shall mean and refer to those Persons entitled to membership in the Association, as provided in Article III of this Declaration.



10. "Occupant" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a dwelling constructed upon a Lot or Condominium Unit or a dwelling comprising a Condominium Unit.

11. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot or Condominium Unit, including, for such purpose, the land contract vendee, in regard to any Lot or Condominium Unit (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure.

12. "Person" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require.

13. "Subdivision" shall mean any part of the Bromley Park Community that is established as a platted subdivision by the recording of a plat in conformance with the Land Division Act, Act 288 of the Public Acts of 1967, as amended.

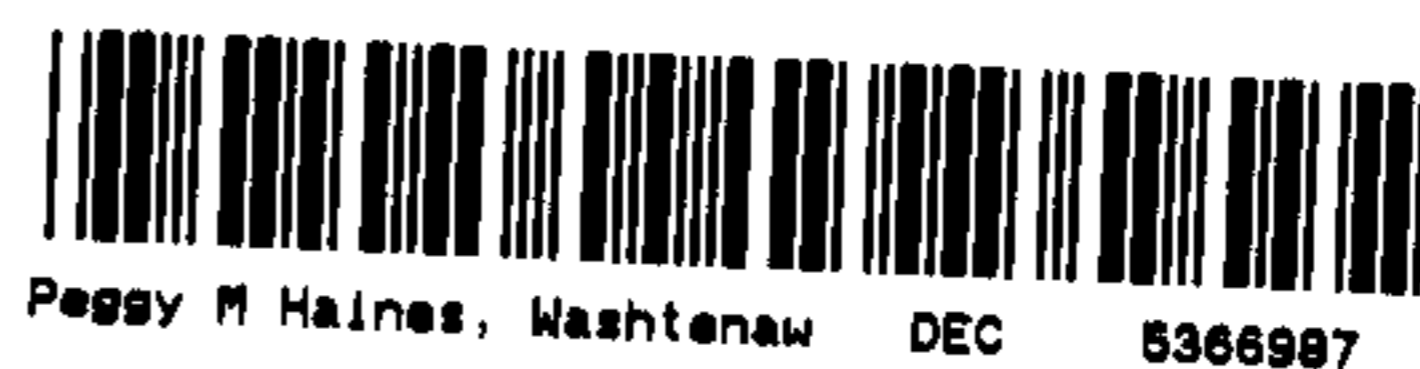
14. "Township" shall mean and refer to the Charter Township of Superior, Washtenaw County, Michigan, a Michigan municipal corporation.

ARTICLE II
ESTABLISHMENT OF ASSOCIATION;
ASSOCIATION'S AUTHORITY

1. As of the date hereof, Bromley has established the Association as a Michigan non-profit corporation by filing Articles of Incorporation for that entity with the Corporation and Securities Division of the Michigan Department of Consumer and Industry Services. The Association shall have the right and authority to operate, repair, replace and maintain the following common facilities (the "Common Facilities") constructed or installed within the Bromley Park Community:

(a) The recreation facilities to be owned and operated by the Association for the benefit of the residents of the Bromley Park Community (including residents of both the Condominium and the Subdivisions). The aforesaid recreation facilities (the "Community Recreation Facilities") shall include a swimming pool and pool house, adjacent play areas and related parking to be constructed upon on a site condominium unit to be established within the Condominium immediately west of the intersection of Wexford Drive and Meadhurst Drive as shown on the attached Exhibit "D", with title to the site condominium unit to be conveyed to and held by the Association. (There is no Exhibit "C" to this Declaration.)

(b) The storm water detention ponds identified on Exhibit "D" as Detention Pond A (located within the Condominium) and Detention Pond C (located within the Subdivision) and the related storm water drainage lines and structures.



(c) The above referenced Woodland Preserve that is to be retained as a natural open area and included in a Subdivision, subject to the Conservation Easement to be conveyed to the MDEQ as described above in Recital C. Title to the Woodland Preserve shall be conveyed to and held by the Association subject to the aforesaid Conservation Easement and the restrictions set forth below in paragraph 8 of this Article II.

(d) The bicycle path and utility access road and easement ("Bicycle Path/Utility Access Road") that is to extend from a point near the southwest corner of the Condominium to public utilities to be installed to the southwest of the Bromley Park Community; but only that part of the Bicycle Path/Utility Access Road that is located within the boundaries of the Condominium or the land that may be included in the Condominium.

(e) The roads within the Bromley Park Community that are to be dedicated to Washtenaw County for public use until such time as the dedication of the roads is accepted by the County; provided that the Association shall continue to be responsible for snow removal from those roads after they are dedicated unless snow removal is provided by Washtenaw County. The snow removal contracts administered by the Association may, at the request of the Condominium Association, be expanded to include snow removal from the private roads to be constructed and maintained within the Condominium (North Kenwyck Drive and South Kenwyck Drive), provided that the cost of snow removal from those private roads shall be assessed only against the Condominium Units.

The Association shall maintain the Common Facilities identified above in a first class manner with a view to making the Bromley Park Community an attractive and desirable place to live. All real property taxes due and payable with respect to the site condominium unit that will contain the Community Recreation Facilities and the Woodland Preserve shall be paid by the Association and included in the administrative expenses to be funded by the assessments described in Article V below.

2. The Association shall be responsible for payment of the annual fee (the "Annual Utility Maintenance Fee") that shall be due and payable on an annual basis to the Superior Township Utility Department as compensation to the Township for the added cost of maintaining improvements included in the sanitary sewer system that has been constructed in connection with the development of the Bromley Park Community, including, without limitation, the portion of the Bicycle Path/Utility Access Road installed upon the land owned by the Township and located immediately south of the Bromley Park Community. The aforesaid Annual Utility Maintenance Fee shall be included in the administrative expenses of the Association to be funded by the assessments described in Article V below. As described in the Condominium Development Agreement and the Subdivision Agreement referenced above in Recital A, the Annual Utility Maintenance Fee shall be due and payable on or before March 1 of each year with the amount payable for each of the two calendar years after the Township's acceptance of the sanitary sewer system for the development being fixed at Two Thousand Five Hundred Dollars (\$2,500.00); provided that for each year after the initial two year period, the Township Utility Department shall have the right to increase the amount of the fee to an amount determined by multiplying the amount of the previously charged Annual Utility/Access Maintenance Fee by a



fraction, the numerator of which shall be the "Current CPI" and the denominator of which shall be the "Base CPI". For purposes of the aforesaid calculation, the "Current CPI" means the Consumer Price Index published by the U. S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, U. S. City Average, All Items (base index 1982-84=100) for the month of September of the year immediately preceding the year for which the fee increase is being calculated and the "Base CPI" means the Consumer Price Index published by the U. S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, U. S. City Average, All Items (base index 1982-84=100) for the month of September of the second year immediately preceding the year for which the fee increase is being calculated. The Township Utility Department shall notify the Community Association of the amount of the increased Annual Utility/Access Maintenance Fee by no later than the end of the year prior to the due date for payment of the fee and in no event shall the Annual Utility/Access Maintenance Fee for any one year exceed the amount of the fee for the prior year by more than \$125.00.

3. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance, repair or replacement of the common facilities described above. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Owner and each Constituent Association is an insured person under the policy with respect to liability arising out of his interest, if any, in the common facilities describe above or his membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Owner or any member of such Owner's household or any Constituent Association.
- (3) No act or omission by any Owner or any Constituent Association or officer or director thereof, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner or Constituent Association covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) Insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless repair or replacement of the damaged property would be illegal under any state or local health or safety statute or ordinance.



(b) All premiums of insurance purchased by the Association pursuant to the authority provided in this Declaration shall be expenses of administration to be included in the amounts assessed by the Association against the Owners.

(c) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, that any and all such proceeds shall first be applied to the repair or reconstruction of the such common facilities described above as may be damaged.

4. Each Owner and Constituent Association appoints the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Association and the common facilities to be maintained by the Association as described above. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and the respective mortgagees of such Owners, as their interests may appear (subject to limiting or defining provisions of this Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its members as shall be necessary to accomplish the foregoing.

5. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners with respect to the common facilities maintained by the Association as described above; provided that no rule or regulation shall hinder or interfere with the use of any roads within the Bromley Park Community and any such rule or regulation shall be consistent with the Condominium Development Agreement and the Subdivision Agreement described above in Recital A. Copies of all such rules, regulations and amendments thereto shall be furnished to each Constituent Association for distribution to all of the Owners and Occupants.

6. The Association, through its Board of Directors, shall have the right to enforce such rules and regulations as may be adopted pursuant to paragraph 5 above. The Board of Directors shall have the right to suspend the rights of an Owner and that Owner's guests, tenants or family members to use the Community Recreation Facilities for a period of not more than thirty (30) days for any infraction of such rules or regulations by such Owner or that Owner's guest, tenant or family member.

7. The Association or its duly authorized agents shall have access easements over and across the general common element land within the Condominium and the parks and open areas established within the Subdivisions to the extent necessary for the performance of any and all maintenance, repair and replacement obligations and responsibilities imposed on the Association pursuant to this Declaration. The Association shall enjoy such easements to the extent the common facility and the land on which the facility is located has not been conveyed to the Association.

8. The 53.5-acre area designated on the attached Exhibit D as "Woodland Preserve - Open Space" under the name "Bromley Park" shall comprise the Woodland Preserve described



in Recital C above and shall be conveyed to and owned by the Association for the benefit of the Owners and Occupants of such dwelling units as may be established within the Bromley Park Community, including the Condominium and the Subdivisions. The portion of the aforesaid Woodland Preserve subject to the above described Conservation Easement granted to the MDEQ (measuring approximately 6.34 acres) shall be subject to the terms and conditions of the Conservation Easement. The remainder of the Woodland Preserve shall be preserved in its current, natural state and shall not be disturbed or altered in any way, except that any Co-Declarant or the Association shall have the right to install one or more nature trails comprised of wood chips or some other appropriate material; provided that the location and composition of any such trail or trails shall be approved by the Township. In addition, the Association shall have the right to remove any noxious or poisonous plants or dead or diseased trees located within the Woodland Preserve in the vicinity of any Lots; provided that any such removal shall first be approved by the Township and such approval shall not be unreasonably withheld or delayed. The restrictions set forth herein on the use of the Woodland Preserve shall be subject to enforcement by the Township and this paragraph 8 shall not be amended without the prior written approval of the Township.

ARTICLE III
MAINTENANCE OF FACILITIES BY CONSTITUENT
ASSOCIATIONS; ACTION BY THE TOWNSHIP

1. The master deed prepared and recorded to establish the Condominium and the declaration of covenants, conditions and restrictions prepared and recorded in connection with the establishment of the Subdivisions shall each provide for the respective maintenance, repair and replacement of the common elements or common facilities established or installed within the Condominium and the Subdivision by the appropriate Constituent Association in a first class manner with a view to making the Bromley Park Community an attractive and desirable place to live.

2. The common elements and improvements to be maintained, repaired and replaced by the Condominium Association shall include, without limitation, the following improvements or facilities located within the Condominium:

(a) The entrance way at the intersection of Geddes Road and Wexford Drive, the portion of the landscaped berm along the Geddes Road right-of-way adjacent to the Condominium, and the related landscaping (including irrigation of the same);

(b) The tot lot to be installed in the area north of Kirkshire Drive and all other open areas within the Condominium; and

(c) The private roads within the Condominium (identified on the attached Exhibit "D" as "North Kenwyck Drive" and "South Kenwyck Drive").

3. The common facilities and improvements to be maintained, repaired and replaced by the Homeowners' Association shall include, without limitation, the following improvements or facilities located within the Subdivisions:

(a) The entrance ways at the intersections of Geddes Road and Gotfredson Road and Geddes Road and High Meadow Drive, the portion of the landscaped berm along the Geddes Road right-of-way adjacent to the Subdivisions, and the related landscaping (including irrigation of the same);

(b) The tot lot to be installed in the area northwest of East Avondale Circle and all parks and open areas within the Subdivisions (but excluding the Woodland Preserve);

(c) The pedestrian path to be installed between Fowler Park and Meadow Park;
and

(d) The detention pond identified on the attached Exhibit "D" as "Detention Pond B" to be located in Woodview Park.

4. Because the Bromley Park Community as a whole has an interest in the uniform maintenance of the landscaped berm and entrance ways to be constructed and installed within the portions of the Bromley Park Community along Geddes Road, the Association shall have the right to enter upon any such entrance way or portion of the landscaped berm that has not been repaired, maintained or replaced to a first class standard for the purpose of performing the work required to correct the deficiency. Before it exercises this right of entry, the Association shall provide the appropriate Constituent Association with written notice of the deficiency and an opportunity to correct the deficiency within thirty (30) days or such longer time as may be deemed reasonable by the Association. The aforesaid notice shall also establish a date and time for a hearing before the Association's Board of Directors, as the case may be, within fifteen (15) days of the date of the written notice. If the appropriate Constituent Association (the "Defaulting Constituent Association") fails to perform the work required to correct the deficiency in maintenance, repair or replacement, the Association shall then have the right to enter upon the entrance way and landscaped berm that has not been properly maintained for the purpose of maintaining, repairing or replacing that area and the improvements therein for a period of not more than one (1) year. The Association shall have the right to charge the defaulting Constituent Association and that entity's members for the cost of performing the required maintenance, repair and replacement work and all such charges shall be treated as assessments duly imposed on the members of the Defaulting Constituent Association in accordance with Article V below. On or before the expiration of the aforesaid one (1) year period, the Association shall provide the Defaulting Constituent Association with written notice of the Association's determination that the maintenance, repair and replacement of the entrance way and landscaped berm in question is to again be performed by that Constituent Association unless the Association through its Board of Directors reasonably determines that the Defaulting Constituent Association is unwilling or unable to perform the required work.

5. Because the Township has an interest in the maintenance of the Common Facilities described in Article II above and the common areas established within the Condominium and the Subdivisions, including, without limitation, the entrance way and landscaped berm described in paragraph 4 above and such storm water detention ponds as may be constructed within the Community, the Township shall have the right (but not the obligation) to enter upon any portion of the Common Facilities or the common areas established within the Condominium or the Subdivisions that have not been repaired, maintained or replaced to a first



class standard for the purpose of performing the work required to correct the deficiency. Before it exercises this right of entry, the Township shall provide the association that has failed to perform its maintenance responsibilities (the "Defaulting Association") with written notice of the deficiency and an opportunity to correct the deficiency within thirty (30) days or such longer time as may be deemed reasonable by the Township. The aforesaid notice shall also establish a date and time for a hearing before the Township Board, as the case may be, within fifteen (15) days of the date of the written notice. If the Defaulting Association is a Constituent Association, the Township shall deliver a copy of the notice to the Association and the Township shall suspend further action on its part upon demonstration by the Association that it is taking appropriate action to correct the deficiency in maintenance, repair or replacement through the remedy provided in paragraph 4 above. If the Defaulting Association fails to perform the work required to correct the deficiency in maintenance, repair or replacement and if the Association has not taken appropriate action, the Township shall then have the right to enter upon the Common Facilities or common area that has not been properly maintained for the purpose of maintaining, repairing or replacing that Common Facility or common area and the improvements therein for a period of not more than one (1) year.

6. Within sixty (60) days prior to the end of the one (1) year period described in paragraph 5 above, the Defaulting Association or a majority of the members of the Defaulting Association may request that another public hearing be held or the Township may call another public hearing upon the issuance of notice in the same manner described above. At such hearing, the Defaulting Association or members thereof shall show cause as to why the maintenance by the Township need not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Defaulting Association is ready, willing and able to maintain the maintenance, repair and replacement work undertaken by the Township or if the Township determines that it no longer wishes to exercise its right of entry hereunder, the Township shall cease to perform the maintenance, repair and replacement work end of said year and the responsibility for the performance of that work shall revert back to the Defaulting Association. If the Township shall reasonably determine that the Defaulting Association is not ready, willing, and able to maintain the perform the required maintenance, repair and replacement work and if the Township elects to continue to perform that work, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon the Common Facility or common area that has not been properly maintained and perform the maintenance, repair and replacement work.

7. The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township in the performance of repair, maintenance or replacement work pursuant to paragraphs 5 and 6 above may be charged to the Defaulting Association and any such charges shall be due and payable within sixty (60) days of receipt by the Defaulting Association of a bill from the Township for such charges. In the event that a Defaulting Association fails to pay an amount charged by the Township pursuant to this paragraph 7 when due, the Township shall have the right to impose a lien on each Condominium Unit and/or Lot owned by the members of the Defaulting Association for a prorata share of the amount not paid and the amount of each such lien shall become due, collected and returned for non-payment in the same manner and at the same time as ad valorem property taxes levied by the Township.



ARTICLE IV
ASSOCIATION MEMBERSHIP;
ELECTION OF DIRECTORS

1. The Constituent Associations shall constitute the Members of the Association and each Constituent Association shall have the right to appoint or elect two Directors to a Board of Directors comprising four members. Each Constituent Association shall determine whether the Directors designated by that entity are to be elected by the Members of that Constituent Association or appointed by the Constituent Association's board of directors. Notwithstanding the foregoing, for as long as Bromley or its successor or assignee as a Co-Declarant retains ownership of one or more of the Units in the Condominium, then Bromley or its successor or assignee shall have the right to appoint the two Directors that would otherwise be elected by the Condominium Association; provided that Bromley or its successor or assignee may waive this right of appointment at any earlier time. Similarly, for as long as Pulte or Pulte's successor or assignee as a Co-Declarant retains ownership of one or more Lots in any one of the Subdivisions, Pulte or its successor or assignee shall appoint the two Directors that would otherwise be elected by the Homeowners' Association; provided that Pulte or its successor or assignee may waive this right of appointment at any earlier time and further provided that, if Pulte elects not to develop one or more of the Subdivisions other than Bromley Park Subdivision No. 1, Pulte may retain the right to appoint one Director and shall assign the right to appoint a second Director to the developer of the other Subdivisions. During the time that both Bromley and Pulte each retain the right to appoint two Directors, Bromley and Pulte may, by agreement, temporarily reduce the number of Directors to two with each of them appointing one Director.

2. The affairs of the Association shall be governed by the Directors that are elected or appointed as provided in paragraph 1 above and each such Director shall have an equal vote in all matters.

ARTICLE V
ASSOCIATION ASSESSMENTS

1. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Lot and Condominium Unit established within the Bromley Park Community, except (subject to paragraph 4 below) Condominium Units owned by Bromley or any "Successor Developer" of the Condominium as defined in Section 135 of the Condominium Act and Lots owned by Pulte in any one of the Subdivisions or by such other entity as may subsequently develop one or more of the Subdivisions ("Subdivision Developer"). All such fees, dues or assessments shall be charged equally to each Lot and Condominium Unit established within the Bromley Park Community and any and all such fees, dues or assessments may be enforced through the lien provided for in paragraph 5 of this Article or by any other lawful means of collecting debts. The fees, dues and assessments imposed pursuant to this Article IV shall be collected by the Constituent Associations and then paid over to the Association.

2. The assessments imposed by the Association shall be based on an annual budget established by the Association's Board of Directors prior to the beginning of each fiscal year. The annual budget shall include a reserve for repair and replacement of the improvements



maintained by the Association, including, without limitation, the Community Recreation Facilities. The amount of assessments imposed by the Association for the remainder of 2002 and the year 2003 shall not exceed an amount equal to One Hundred and Fifty Dollars (\$150.00) per Lot and Condominium Unit established within the Bromley Park Community and the pro rata assessment amount chargeable to each such Lot and Condominium Unit for any one year, excluding special assessments, shall not exceed the pro rata assessment amount charged for the previous year by more than twenty (20%) per cent.

3. Notwithstanding the foregoing, the Board of Directors shall have the right to impose special assessments in the event that the assessments imposed in accordance with the annual budget prove to be insufficient to provide for the payment of unanticipated costs or expenses; provided that after the Co-Declarants and their respective successors or assignees no longer have the right to appoint Directors as described in Article IV above, no special assessment may be imposed in the absence of a prior affirmative vote by a simple majority in interest of the Owners of the Condominium Units and a simple majority in interest of the Owners of the Lots. Special assessments imposed pursuant to this paragraph 3 shall be payable to the Association in accordance with the terms set forth in the notice of the special assessment to the Constituent Associations; provided that the due date for such special assessments shall not be less than forty-five (45) days after the date of delivery of notice of the special assessment to the Constituent Associations.

4. In no event shall any Co-Declarant, any Successor Developer of the Condominium or any Subdivision Developer be obligated to pay fees, dues or assessments, including special assessments, imposed by the Association with respect to a Unit or Lot before a certificate of occupancy has been issued for the Unit or for a residential dwelling on the Lot. However, once the roads within a phase of the Condominium or a Subdivision have been completed (except for the application of the final wearing course), then Bromley or any Successor Developer with respect to the Condominium and Pulte or any Subdivision Developer with respect to the Subdivisions shall be required to pay a portion of the actual expenses incurred by the Association in the performance of its obligations and functions with the amount to be paid by Bromley, the Successor Developer, Pulte or the Subdivision Developer to be determined by multiplying the actual expenses to be defrayed by a fraction, the numerator of which is the total number of Units or Lots owned by Bromley, the Successor Developer, Pulte or the Subdivision Developer and the denominator of which is the aggregate number of Units and Lots that have been established within the developments as of the date of the assessment and which are served by completed roads (except for the application of the final wearing course). The amounts payable to the Association pursuant to this provision shall also be collected by the Constituent Association for the Lot or Unit subject to the imposed charge.

5. All charges imposed against any Lot or Condominium Unit pursuant to the provisions of this Article V shall be the personal liability of the Owner(s) of the Lot(s) or Condominium Unit(s), and the Co-Declarants or their successors or assigns, including the Association and the applicable Constituent Association, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in the provisions of this Article V by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which the Association may record against the subject Lot or Condominium Unit. Each Owner in the Bromley Park Community shall be deemed to

have granted to the Co-Declarants, his or her Constituent Association and the Association the unqualified right to assess and lien the subject Lot or Condominium Unit for costs incurred in connection with this Article V and further to permit his or her Constituent Association or the Association the right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisements, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Owner and every other person who from time to time has an interest in any Lot or Condominium Unit, shall be deemed to have authorized and empowered his or her Constituent Association, the Co-Declarants or the Association to sell or cause to be sold the Lot or Condominium Unit with respect to which the outstanding obligation is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner in the Bromley Park Community acknowledges that at the time of acquiring title to such Lot or Condominium Unit, he or she was notified of the terms and conditions contained in this paragraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by his or her Constituent Association or the Association to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the same prior to the sale of the subject Lot or Condominium Unit. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) of the subject Lot(s) or Condominium Unit(s) at his, her or their last known address of a written notice that expenses have been incurred by the Association and are delinquent and that the Co-Declarants, the Association or the applicable Constituent Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the applicable Constituent Association, the Association or the Co-Declarants that sets forth (a) the affiant's capacity to make the affidavit, (b) the authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees), (d) the legal description of the Lot(s) or Condominium Unit(s), and (e) the name(s) of the Owner. Such affidavit shall be recorded in the office of the Register of Deeds of Washtenaw County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the applicable Constituent Association, the Association or the Co-Declarants may take any and all remedial actions as may be available to it hereunder under Michigan law.

6. Any lien established pursuant to this Article V shall have equal priority with any lien established with respect to delinquent charges or assessments due to a Homeowners Association or a Condominium Association as those terms are defined in Article I above. The Constituent Association or the Association shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs. The Constituent Association or the Association may enforce its lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Lot or Condominium Unit subject to the lien in order to satisfy the lien. Any lien established pursuant to this Article V shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or



improvement of any Lot or Condominium Unit. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Lot or Condominium Unit shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty (60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

7. Failure by the Association or its Board of Directors or any Constituent Association or its Board of Directors to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation. Each Constituent Association shall provide the Association with the identity of any members of the Constituent Association that fail to pay an assessment imposed by the Association and the Association shall have the right to bar any such non-paying Owner and that Owner's guests, tenants and invitees from using the Community Recreation Facilities.

8. Each Constituent Association shall promptly pay over to the Association the amounts it collects for payment to the Association pursuant to this Article V. If a Constituent Association fails to perform this obligation, the Association shall have the right to request and receive an accounting for the amounts collected by the delinquent Constituent Association and the right to direct that future payments of the amounts assessed against the Lots or Condominium Units included in the Condominium or Subdivision administered by the Association be paid directly by the Owners to the Association. The Association shall also have the right to bar the members of the delinquent Constituent Association from using the Community Recreation Facilities described in Article II above.

ARTICLE VI ASSOCIATION BY-LAWS

Any sale or purchase of a Lot or Condominium Unit in the Bromley Park Community shall be subject to the provisions set forth in Articles VII and VIII of this Declaration regarding the organization and administration of the Association and its affairs (the "Association By-Laws"), and each Owner agrees to abide by and observe such provisions. For so long as the Co-Declarants or their respective successors or assignees as Co-Declarant retain the right to appoint Directors as set forth in Article IV above, the Co-Declarants or their respective successors or assignees shall collectively have the right to modify, amend or supplement the By-Laws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration. Once the Co-Declarants or their successors or assignees as such no longer have the right to appoint Directors, the Association may amend or modify the Association By-Laws upon the unanimous affirmative vote of the Directors elected by the Constituent Associations, but such amendment or modification shall not have retroactive effect.

ARTICLE VII BOARD OF DIRECTORS

1. Bromley and Pulte (or their respective successors or assignees as Co-Declarants) shall each use their best efforts to provide the appropriate Constituent Association with advance

