



WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. B 961-T7c1

MASTER DEED

150 JEFFORDS CONDOMINIUM

WASHTENAW COUNTY CONDOMINIUM

SUBDIVISION PLAN NO. 670

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This Master Deed is made and executed on June 28, 2018 by 150 Jeffords, LLC, a Michigan limited liability company ("Developer"), whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish 150 Jeffords Condominium as a Condominium Project under the Act and declares that 150 Jeffords Condominium (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

The Project contains 24 units consisting of (a) two Business Units on the first floor and (b) 22 Residential Units on floors two through four. Together the Residential Units and Business Units are referred to as the "Units" or individually as a "Unit." Each Condominium Unit is capable of individual use because it has access to a public street or alley or a Common Element leading to a public street or alley. Each Unit Owner will hold an absolute and undivided title to

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Time Submitted for Recording
Date 7-2 20 18 Time 2:20pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

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such Owner's Unit, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium. Developer reserves the right to modify the use of the Business Units so they become Residential Units in accordance with the provisions of this Master Deed and Bylaws.

The residential builder for the Project is Guenther Building Co., the Developer, License No. 2102061058. Residential improvements on the Project shall only be constructed by a Residential Builder as defined in Article 3 below.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1 **TITLE AND NATURE**

The Condominium Project shall be known as 150 Jeffords Condominium, Washtenaw County Condominium Subdivision Plan No. 670. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Residential Unit has been created for residential purposes and each Business Unit has been created for business purposes (although, subject to City of Dexter approval and the requirements of the PUD Agreement with the City of Dexter the use may be changed to residential use). Each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable right to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2 **LEGAL DESCRIPTION**

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

LEGAL DESCRIPTION – 150 Jeffords Condominium

LAND SITUATED IN THE COUNTY OF WASHTENAW, CITY OF DEXTER, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

DESCRIPTION OF A 0.357 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWN 2 SOUTH, RANGE 5 EAST, CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)

COMMENCING AT THE SOUTHEAST CORNER OF "PLAT OF EAST SIDE OF BLOCK 18 VILLAGE OF DEXTER" AS RECORDED IN LIBER 60 OF

DEEDS, PAGE 123, WASHTENAW COUNTY RECORDS; THENCE N47°51'20"W (RECORDED AS N47°00'00"W) 110.34 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PLAT AND THE NORTHEASTERLY RIGHT OF WAY LINE OF FOREST STREET (99 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE S21°53'44"W 4.45 FEET; THENCE N59°04'23"W 35.78 FEET; THENCE N61°43'52"W 35.59 FEET; THENCE N66°20'43"W 12.32 FEET; THENCE N69°39'44"W 11.07 FEET; THENCE N72°52'50"W 10.49 FEET; THENCE N12°59'50"E (RECORDED AS N13°50'56"E) 136.59 FEET; THENCE N64°07'56"E 4.88 FEET; THENCE S65°52'18"E 37.55 FEET; THENCE S65°53'25"E 39.02 FEET; THENCE S66°52'33"E 37.75 FEET; THENCE S21°01'20"W (RECORDED AS S22°47'18"W) 43.03 FEET; THENCE S56°11'20"E (RECORDED AS S55°10'03"E) 7.66 FEET; THENCE S21°53'44"W 94.49 FEET (RECORDED AS S23°38'52"W 93.71 FEET) TO THE PLACE OF BEGINNING, CONTAINING 0.357 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

Parcel ID Nos. 08-08-06-210-059 (part); 08-08-06-210-060 (part)



Subject to the following:

1. Liens for taxes and assessments that are not yet due and payable.
2. The PUD Agreement between the City of Dexter ("City") and Developer related to the Project described in Section 3.14 below to be or which has been recorded in the Washtenaw County Records.
3. Encroachment Agreement with the City allowing projection of balconies four feet over public rights of way area to be recorded in the Washtenaw County Records.
4. All governmental limitations.

ARTICLE 3 DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of 150 Jeffords Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in 150 Jeffords Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. "Association" means 150 Jeffords Condominium Association, which is the non-profit corporation organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 Bylaws. "Bylaws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 City. "City" means the City of Dexter.

Section 3.5 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.6 Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.7 Condominium Premises. "Condominium Premises" means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to 150 Jeffords Condominium as described above.

Section 3.8 Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means 150 Jeffords Condominium as a Condominium Project established in conformity with the provisions of the Act.

Section 3.9 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means Exhibit B hereto.

Section 3.10 Construction and Sales Period. "Construction and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing for the length of (a) Developer owns any Unit, (b) for so long as the Developer continues or proposes to construct or is entitled to construct Units, or (c) one (1) year after the Developer has conveyed the last Unit to a non-affiliated, non-developer Co-Owner.

Section 3.11 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe 150 Jeffords Condominium as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance

with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.12 Co-Owner. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-Owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer shall retain the rights, but not the obligations of a Co-Owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer until payment in full under the land contract. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-Owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.13 Developer. "Developer" means 150 Jeffords LLC., a Michigan limited liability company corporation which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents.

Section 3.14 Development Agreement or PUD Agreement. "Development Agreement" or "PUD Agreement" means the agreement between the City of Dexter and Guenther Building Co., and assigned to Developer which governs development of the Project recorded or to be recorded in the Washtenaw County Records.

Section 3.15 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever occurs first.

Section 3.16 Residential Builder. "Residential Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit. The Residential

Builder for the Project is Guenther Building Co. The residential improvements on the Project shall only be constructed by a Residential Builder.

Section 3.17 Transitional Control Date "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.18 Unit or Condominium Unit, Business Unit. "Unit" or "Condominium Unit" each means a single Unit in 150 Jeffords Condominium as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Units 1 and 2 are Business Units which may be used for business purposes consistent with the PUD Agreement and the Condominium Documents and Units 3 through 24 are Residential Units and shall be used for residential purposes only. Specific Business Unit use restrictions are set forth in Master Deed Sections 4.5 and 6.2, and Bylaws Article 6.

Section 3.19 Windows. Windows means the windows located within perimeter walls and ceilings of Residential Unit, including windows, glass, screens and frames and skylights, if any.

ARTICLE 4

COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1 General Common Elements. The General Common Elements are:

4.1.1 Land. The land described in Article 2 above, including open areas and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Sidewalk and Landscape Areas. The common sidewalks and landscape areas within the Project, (but excluding any improvements or facilities in public rights of way including but not limited to public sidewalks and curbs).

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundary of a Unit, including without limitation common walkways, common retaining walls or planters, and the space adjacent to the garage ramp, which may be used for gathering of trash and recycle bins and other common purposes determined by the Association.

4.1.4 Building Improvements. Foundations including the garage and ground floor building slabs, garage ramp and entrance area, common garage, and access areas, supporting walls and columns, Unit perimeter walls (excluding windows and doors and frames), floors, ceiling, roofs, the common stairways leading to and from the garage,

meter room and basement, and other building improvements designated in Exhibit B as General Common Elements.

4.1.5 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Project. To the extent any portion of a Unit or Common Element or other improvement constructed by Developer or the Residential Builder encroaches upon another Unit or a Common Element, reciprocal easements shall exist for such encroachment and for the maintenance, repair and replacement of such encroaching improvement in favor of Developer, the Residential Builder, the Association and the Co-Owners.

4.1.6 Common Lighting. The common lighting serving the Project, excluding any patio or balcony lighting specifically serving a Unit, and including the electric meter and lines serving the common lighting, subject to 4.1.7 below.

4.1.7 Utilities. Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the City of Dexter or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.8 Electrical. Subject to Section 4.1.7, the electrical transmission system throughout the Project up to, but not including the electric meters for each Unit, including any electrical lines passing through a Unit to serve another Unit.

4.1.9 Telephone and Telecommunications System. Subject to Section 4.1.7, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each Unit, including any telephone and telecommunications lines passing through a Unit to serve another Unit.

4.1.10 Gas. Subject to Section 4.1.7, the gas distribution system throughout the Project up to but not including the gas meter for each Unit, and any portion of the gas line and appurtenances passing through a Unit to serve another Unit.

4.1.11 Water. Subject to Section 4.1.7, the water distribution and fire protection system throughout the Project up to the point of connection for each Unit but not including the water meter for a Unit, if any, including any portion of the water line passing through a Unit to serve another Unit. It is expected that the Units will be separately metered for water use which will be paid by Co-owners as their sole expense. However if the Units are not separately metered for water use the Association shall be responsible for payment of the bills for water and sewer service to the Project and the

cost shall be assessed to the Unit Owners based on their respective Project Percentage of Value.

4.1.12 Sanitary Sewer. Subject to Section 4.1.7, the sanitary sewer system throughout the Project up to the point where service is stubbed for connection with each Unit, including any portion of the sewer line passing through a Unit to serve another Unit.

4.1.13 Storm Water Drainage Facilities. Subject to Section 4.1.7 any portion of the storm water drainage facilities that serve the Project including the underground storm water detention system, storm sewer lines, the storm sewer lift, station, if any, the manholes and inlets, roof drains, back-up generator, if any, and other storm water drainage facilities serving the Project.

4.1.14 Garage Doors, Garage Door Openers and Garage Lighting. The garage door and its hardware including garage door openers and garage area interior lighting fixtures, but excluding electronic garage door activators or "fobs" provided to individual Owners for garage access.

4.1.15 Elevator; Interior Common Stairways. The elevator and interior common stairways serving the Project and related doorways.

4.1.16 Other. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner or Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

4.2.1 Patio and Balconies. Each individual patio or balcony appurtenant to a Unit or as shown on Exhibit B is limited in use to the Unit or Units served thereby.

4.2.2 Air Conditioner Compressor/Condenser, Water Heater and Furnace. Each individual air conditioner, compressor/condenser, corresponding line set, and pad serving a Unit, and each water heater and furnace serving a Unit is limited in use to the Unit served thereby.

4.2.3 Doors, Locks, Windows. Doors, locks, windows, screens and frames shall be limited in use to the Unit served thereby.

4.2.4 Patio or Balcony Lighting. Patio and balcony lighting fixtures, if any, of each Unit shall be limited in use to the Unit served thereby.

4.2.5 Interior Walls, Ceilings, Floors and Surfaces. The interior walls, ceilings, floors and surfaces of a Unit shall be limited in use to the Unit served thereby.

4.2.6 First Floor Entrance and Elevator Lobby. The first floor entrance and elevator lobby, including mailboxes and other common use areas shall be limited in use to the Residential Units subject to easement rights of Units 1 and 2 as described in Section 6.12 below. If at any time the use of the Business Units is changed to residential use and such Units are provided with access to the first floor lobby, the lobby shall automatically become a Limited Common Element of such modified Unit shared with the Residential Units. If all Units become Residential Units the first floor lobby areas described in this Section shall become a General Common Element.

4.2.7 Second, Third and Fourth Floor Lobby Areas and Hallways. The hallways and lobby areas on the second, third and fourth floors are limited in use to the Residential Units served thereby.

4.2.8 Basement Storage Areas; First Floor Parking Spaces. The basement storage areas and first floor parking spaces in the parking garage as shown on Exhibit B are limited in use to the Units to which they are assigned.

Section 4.3 Responsibilities. The respective responsibilities for the insurance, maintenance, repair and replacement of the Common Elements are as follows:

4.3.1 Unit Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of a Unit and any and all improvements, personal property and upgrades located within or upon or serving a Unit including, without limitation, any utility improvements which are not General Common Elements or owned by a public utility, and those Limited Common Elements appurtenant to a Unit for which responsibility is assigned to a Unit Owner as set forth below shall be borne by the Owner of the Unit served thereby.

4.3.2 Patios and Balconies. Each Owner shall be responsible for the cost of insurance, maintenance (including snow and ice removal), repair (but not replacement) of any patio or balcony appurtenant to such Owner's Unit. No changes in design, material or color of the patio, or balcony shall be made without the prior written approval of the Association (and the Developer during the Construction and Sales period). As described below, the Association shall be responsible for replacement of any Limited Common Element patio or balcony and shall bill the cost to the applicable Unit Owner.

4.3.3 Air Conditioner, Compressor/Condenser; Water Heater and Furnace. Each Unit Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the individual air conditioner, compressor/condenser and corresponding service line, and the pad serving such Owner's Unit and other portions of the HVAC system, the water heater serving the Co-Owner's Unit.

4.3.4 Doors and Windows; Locks. Each Unit Owner shall be responsible for insurance, repair, replacement and interior and exterior maintenance of all glass, screen and frame portions of doors and locks, and windows referred to in Section 4.2.3 above appurtenant to such Owner's Unit. No changes in design, material or color of doors, windows glass or screens may be made without the prior written approval of the

Association (and the Developer during the Construction and Sales Period). See Article 6 of the Bylaws related to limitations of window coverings.

4.3.5 Patio or Balcony Lighting. Each Unit Owner shall be responsible for the insurance, maintenance, repair and replacement and cost of electricity pertaining to the exterior patio or balcony lighting fixtures and light bulbs serving such Owner's Unit which shall be metered to such Owner's Unit. The size and nature of light bulbs for the patio or balcony lighting fixtures shall be determined by the Association in its discretion. No Co-Owner shall modify or change the exterior patio or balcony lighting fixtures and no Co-Owner shall cause the electricity flow for operation thereof to be interrupted at any time.

4.3.6 Limited Common Element Lobby Areas and Hallways. The Owners of all Residential Units shall be responsible for insurance, maintenance, repair and replacement of the Limited Common Element first floor entrance and elevator lobby areas referred to in Section 4.2.6. The respective Owners of Residential Units located on each of the second, third and fourth floors shall be responsible for the cost of insurance, maintenance, repair and replacement of the Limited Common Element hallways and elevator lobbies referred to in Section 4.2.7. The Association shall undertake all such insurance, maintenance and repair and replacement and bill the cost to the applicable Unit Owners based on their respective Percentage of Value.

4.3.7 Interior Walls, Ceilings, Floors and Surfaces. Each Unit Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and replacement of all Unit interior surfaces, including walls, ceilings, and floors appurtenant to such Owner's Unit.

4.3.8 Utility Costs. Each Unit Owner shall be responsible for the cost of utilities serving such Owner's Unit and appurtenant Limited Common Elements.

4.3.9 Storage Areas; Parking Spaces. Each Unit Owner shall be responsible for insurance, maintenance, repair and replacement of any Limited Common Element storage areas assigned to such Unit. The Association shall be responsible for insurance, maintenance, repair and replacement of the Limited Common Element Parking Space areas within the garage and shall bill the cost to the Unit Owners based on their respective Percentage of Value.

4.3.10 Additional Responsibilities of Residential Unit Owners. In addition, each Unit Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and replacement of the following property, fixtures, equipment, finishes, improvements, or decorations located within or serving the Owner's Unit or appurtenant Limited Common Elements:

4.3.10.1 Appliances and Equipment. All appliances, equipment and supporting hardware, including, but not limited to any humidifier, air cleaner, or any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters,

and doorbell systems within or serving an Owner's Unit or appurtenant Limited Common Elements;

4.3.10.2 Gas and Electric Wiring. The gas and electric wiring, piping and fixtures within or serving the Owner's Unit or appurtenant Limited Common Elements, including outlets, switches, electrical panel, breakers and boxes, and shut-off valves;

4.3.10.3 Water Supply Lines. All water supply lines within or serving an Owner's Unit or appurtenant Limited Common Elements, including the water shut-off valve;

4.3.10.4 Cabinets, Counters. All cabinets, counters, interior doors, closet doors, sinks, floor tile, wall tile, and related hardware within an Owner's Unit or appurtenant Limited Common Elements;

4.3.10.5 Damaged Improvements and Decorations. All improvements, finishes or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim within or serving an Owner's Unit and appurtenant Limited Common Elements that may be damaged, regardless of cause, including damage resulting from the failure or malfunction of a General Common Element or damage resulting from Association maintenance, repair or replacement of a General Common Element;

4.3.10.6 Drain Lines. Drain lines located within or serving an Owner's Unit or appurtenant Limited Common Elements;

4.3.10.7 Drywall. All interior drywall repair, maintenance or painting within an Owner's Unit or appurtenant Limited Common Elements regardless of cause;

4.3.11 Unit Owner Additions, Modifications. Unit Owner improvements, additions or modifications, including those improvements, additions and modifications approved by the Association, shall not be considered Limited Common Elements or General Common Elements, and the cost of insurance, decoration, maintenance, repair and replacement of such improvements, additions and modifications shall be the sole responsibility of the Owner. Should the Association require access to any General Common Element or Limited Common Element that requires moving, damage or destruction of any Owner improvement, addition or modification, all costs and expenses related to such access, including costs of restoring the improvement, addition or modification, shall be borne by the Owner.

4.3.12 Repair to Association Specifications. All maintenance, repair and replacement obligations of the Unit Owners as described above or elsewhere in this Master Deed and the Bylaws shall be pursuant to the Association's prior written approval and shall be to the Association's specifications with respect to color, style, material and appearance.

4.3.13 Unit Owner Fault. Any and all costs for maintenance, repair and replacement of any General Common Element or Limited Common Element caused by the intentional or negligent act or omission of any Unit Owner, or any family member, guest, tenant, occupant or invitee of a Unit Owner, shall be borne by such Unit Owner. The Association shall have the right to pay the cost of such maintenance, repair or replacement and shall assess the responsible Unit-Owner in the manner provided in Article 2 of the Bylaws.

4.3.14 Association Responsibilities. Subject to Section 4.3.1 through 4.3.13 above, the Association, by its Board of Directors, shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements and the Limited Common Elements which are not the responsibility of the Owners, including common landscaping, retaining walls located on the Project, the storm water drainage facilities, serving the Project, open areas, common lighting (including the cost of electricity associated with the common lighting), common meter room, elevator and common stairways (as described in Section 4.1.15), first floor entrance and elevator lobby (as described in Section 4.3.6 above), second, third and fourth floor hallways and elevator lobbies (as described in Section 4.3.6 above), parking space areas (as described in Section 4.3.9 above), replacement of patios and balconies (as set forth in Section 4.3.2 above), sidewalks and walkways, garage and access areas, including snow and ice removal on any common stairways, common courtyard areas, and the sidewalk and area between the Project boundary and the public street and pavement, and maintenance of any landscape area between the Project boundary and the edge of the pavement. The cost of insurance, maintenance, repair and replacement of all General Common Elements and the Limited Common Elements for which the Association is responsible pursuant to this Article shall be borne by the Association subject to any provisions of the Master Deed and Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws and this Master Deed.

Section 4.4 Use of Common Elements and Units; Parking Spaces. No Owner shall use the Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of the Owner's Unit or the Common Elements. No alterations, modifications or upgrades may be made to any Unit that would affect the structural support of an adjacent Unit or the exterior appearance of the Unit without the prior written approval of the Association (and the Developer during the Construction and Sales Period.) Parking Spaces and related garage areas shall only be used for parking of motor vehicles owned or used by the Unit Owner to which the Parking Space is appurtenant, or such Owner's tenants or guests. There shall be no storage of personal property or equipment within the Parking Spaces or related garage area, as the garage area must remain open and available for parking and access by other Unit Owners.

Section 4.5 Residential Use; Business Use. The use of the Residential Units is limited to residential use in accordance with this Master Deed and Exhibits, the ordinances of the City and the requirements of other applicable governmental authorities and the PUD Agreement. Use of the Business Units shall be for business purposes as may be permitted by applicable laws and ordinances and the terms of this Master Deed and Bylaws, unless a residential use is

subsequently approved by Developer (or the Association after the Construction and Sales Period ends) or as otherwise provided in this Master Deed, and approved by the City of Dexter consistent with the PUD Agreement.

ARTICLE 5
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project consist of 22 Residential Units numbered 1 through 22 inclusive and two Business Units numbered 23 and 24. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of 150 Jeffords Condominium surveyed by Atwell LLC and attached as Exhibit B. Each Unit shall include all the space, improvements and upgrades contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in attached Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The Percentage of Value assigned to each Unit is set forth below:

<u>Unit No.</u>	<u>Type</u>	<u>Floor No. / Suite No.</u>	<u>Project Percentage of Value</u>
1	Residential	201	4.50
2	Residential	202	3.90
3	Residential	203	3.30
4	Residential	204	3.30
5	Residential	205	4.30
6	Residential	206	4.50
7	Residential	207	3.40
8	Residential	200	3.10
9	Residential	301	4.50
10	Residential	302	3.90
11	Residential	303	3.30
12	Residential	304	3.30
13	Residential	305	4.30
14	Residential	306	4.50

15	Residential	307	3.40
16	Residential	300	3.10
17	Residential	401	4.50
18	Residential	402	3.90
19	Residential	403	6.70
20	Residential	404	4.30
21	Residential	405	4.50
22	Residential	400	6.70
23	Business	101	4.60
24	Business	102	4.20
Total			100.00

The Project Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Owner in the Common Elements, and proceeds and expenses of administration of the Project (except as otherwise provided in this Master Deed and the Condominium Bylaws). The value of each Owner's vote at meetings of the Association shall be equal, with each Unit Owner having one vote for each Unit owned. The Project Percentage of Value assigned to each Unit is based on the fraction of the square footage of floor space contained in such Unit to the total square footage of floor space in all Units in the Project reasonably adjusted to total 100%.

Section 5.3 Parking Space Assignments. The Limited Common Element Parking Spaces located in the garage portion of the Condominium are numbered and assigned to Unit Owners as set forth on Exhibit B, with each Parking Space number matching the corresponding Unit number.

Developer shall have the right to reassign the Limited Common Element Parking Spaces among Units owned by Developer by Amendment to this Master Deed and Exhibit B, without the consent of any other Unit Owner or mortgagee. For Units owned by Co-Owners other than Developer, upon the written request of the Co-owners whose Parking Spaces are affected, and upon approval by the Board of Directors (and Developer during the Construction and Sales Period), the Association shall have the right to reassign Parking Spaces among the Co-Owners requesting such reassignment by Amendment to this Master Deed and Exhibit B; provided, Parking Spaces shall only be used by the Owner of the Unit to which the Parking Spaces are assigned, or such Owner's tenants or guests. The cost of an Amendment to the Master Deed and Exhibit B described above shall be paid by the Co-Owners requesting such amendment.

Notwithstanding the foregoing, in the event any Limited Common Element Parking Space is not assigned to a Unit at the time the Master Deed is recorded, Developer shall have the right to assign such unassigned Parking Spaces to one or more Units, with the consent of the Unit Owner to which such Parking Space is being assigned, so long as Developer owns at least one Unit, and thereafter the Association shall have such right of assignment if any unassigned Parking Spaces still exist.

Section 5.4 Storage Area Assignments. The Limited Common Element Storage Areas are numbered and assigned to Unit Owners as set forth on Exhibit B, with each Storage Area number matching the corresponding Unit number.

Developer shall have the right to reassign the Limited Common Element Storage Areas among Units owned by Developer by Amendment to this Master Deed and Exhibit B without the consent of any other Unit Owner or mortgagee. For Units owned by Co-Owners other than Developer, upon the written request of the Co-owners whose Storage Areas are affected, and upon approval by the Board of Directors (and Developer during the Construction and Sales Period), the Association shall have the right to reassign Storage Areas among the Co-Owners requesting such reassignment by amendment to this Master Deed and Exhibit B; provided, Storage Areas shall only be used by the Owner of the Unit to which the Storage Areas are assigned or such Owner's tenants or guests. The cost of an Amendment to the Master Deed and Exhibit B described above shall be paid by the Co-Owners requesting such amendment. Notwithstanding the foregoing, in the event any Storage Area is not assigned to a Unit at the time the Master Deed is recorded, Developer shall have the right to assign such unassigned Storage Areas to one or more Units, with the consent of the Unit Owner to which such Storage Area is being assigned, so long as Developer owns at least one Unit, and thereafter the Association shall have such right of Assignment, if any unassigned Storage Areas still exist.

ARTICLE 6

EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments, Utilities and Limited Common Elements. In the event any portion of a Unit, improvement serving a Unit, or Common Element encroaches upon another Unit or Common Element for any reason, including due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of the Limited Common Elements and utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement, except for those easements and encroachments described in Section 4.1.5 above. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the City of Dexter, Washtenaw County and all other entities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through the Common Elements and the Project for the operation, maintenance, repair and replacement of the water supply system, storm

and sanitary sewer system, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, telecommunications, electric, and storm and sanitary sewer lines, all of which easements shall be for the benefit of the Project, including mortgagees of any portion of the Project. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements. Each Unit Owner shall have a perpetual easement over, across and within the Project, including the Common Elements and Units for purposes of maintenance, repair and replacement of any utility lines and any Common Elements or encroachments as permitted in Section 4.1.5 above serving such Co-Owner's Unit.

Section 6.2 Restrictions on Use of Business Units. The Business Units may be used and occupied for business and commercial purposes consistent with the PUD Agreement and applicable laws and ordinances, subject to Developer's approval of any proposed use and occupancy during the Construction and Sales Period, and the following additional restrictions: (a) the sale of alcoholic beverages to be consumed on the premises is prohibited; (b) a "party" store or so-called convenience store is prohibited; (c) the sale of adult only products or pornographic materials, products or publications is prohibited; (d) the sale of medical or recreational marijuana products or associated merchandize is prohibited; (e) business operation hours shall be no longer than 9:00 a.m. to 10:00 p.m. although pre-opening activities may be from 7:30 a.m. to 9:00 a.m.; (f) only retail, food services (such as a small café, coffee shop or sandwich shop), personal services or general professional offices uses are allowed; (g) no use that will create excessive noise, music or amplified sound is allowed; (h) no use that will create offensive odors is allowed. See additional detailed restrictions on the use of Business Units set forth in Bylaws Article 6.

Section 6.3 Rules and Regulations Affecting Business Units. The Association may adopt reasonable rules and regulations (subject to Developer approval during the Construction and Sales Period), limiting use of the Business Units so as to prevent unreasonable disturbance of Residential Units; any such rules and regulations must be consistent with the PUD Agreement and City of Dexter ordinances and regulations and shall not limit activities otherwise allowed under the PUD Agreement.

Section 6.4 Change to Residential Use. If the use of the Business Units is changed to residential use, such Units become Residential Units, as provided under Master Deed Article 9, the restrictions set forth in Section 6.2 and Section 6.3 shall no longer apply. If the use of a Business Unit is changed to residential use, such use shall not be changed back to business use without the prior written approval of the Developer during the Construction and Sales Period and the Association thereafter.

Section 6.5 Easement in Favor of the Association. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, Common Elements, drainage facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project, to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for insurance, maintenance, repair or replacement of the improvements within a Co-Owner's Unit and appurtenant Limited Common

Elements as set forth in Article 4 above. In the absence of performance by the responsible Co-Owner, the Association may undertake the repair, replacement or maintenance of a Unit and appurtenant Limited Common Elements. If such work is performed by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of any Unit or Limited Common Elements.

Section 6.6 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.7 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, and valves and other Common Elements located within any dwelling on any Unit or Common Elements.

Section 6.8 Streets and Utility Easements. The streets serving the Condominium are public. Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title and utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 for the purpose of reasonable access from the street to the Units.

Section 6.9 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad

band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.10 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the City of Dexter, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Project and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records or the recordings of a separate easement agreement. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.11 Further Rights Reserved to Developer. Developer reserves the right for itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telecommunications, electrical, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article 2 above for the purpose of reasonable access from the street to the Units and Common Elements in furtherance of the development of the Project.

Section 6.12 Unit 23 and 24; Parking and Storage Access. Developer establishes a non-exclusive easement for the benefit of the Owners and occupants of Units 23 and 24 for use and access to the elevator, common stairways and elevator lobby referred to in Section 4.2.7 to reach the parking garage and spaces and basement storage area.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified in any material manner without the written consent of the Co-Owner of such Unit, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of any Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the Consent of the affected Co-Owner or Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Residential Unit Owners and Business Unit Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10 and Article 11 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To change the permitted use of one or more of the Business Units to residential use, subject to approval by the City of Dexter under the PUD Agreement.

7.7.10 To subdivided or consolidate Units as set forth in Article 10 below.

7.7.11 To adopt reasonable modifications to the restrictions on use and occupancy of the Business Units to prevent disturbance of residential uses.

7.7.12 The Developer shall have the right to amend the Master Deed and Exhibit B related to the assignment Parking Spaces and Storage Spaces set forth in Sections 5.3 and 5.4 of the Master Deed, however the number of Parking Spaces as shown on Exhibit B shall not be reduced.

The amendments described in this Section 7.4 may be made without the consent of Co-Owners or mortgagees. The rights reserved to Developer under this Section may not be amended except with the consent of the Developer.

Section 7.8 By the Association; Board of Directors. Consistent with Section 90(2) of the Act, the Board of Directors of the Association may amend the Master Deed or any of its

Exhibits as long as the amendment does not materially change the rights of an Owner or mortgagee.

Section 7.9 Rights Under Section 36 of the Act. The right is reserved to the Developer during the Construction and Sales Period and to the Association after the Construction and Sales Period ends, to expand the Condominium Project by adding land as allowed under Section 36 of the Act. No Units may be created on any such land added and that added land shall be held by the Owners as tenants in common.

Section 7.10 City of Dexter Approval Amendments. Notwithstanding the ability to amend the Condominium Documents contained in Article 7, no material change shall be made to the Condominium Documents which would have a material impact on rights granted or reserved to the City of Dexter, including but not limited to the existence of the Business Units and the number of Residential Units, under applicable law or pursuant to the PUD Agreement, without the prior written consent of the City of Dexter.

ARTICLE 8

CONVERSION OF CONDOMINIUM:

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses of Residential Units and business use of the Business Units, and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the number (except only with the approval of the City of Dexter), size, location, and configuration of any Unit that it owns or Common Elements in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements. Provided, however, no portion of any Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be compatible with the residential use of the Residential Units and the business use of the Business Units. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas

is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the City.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Co-Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE 9

MODIFICATION OF USE RESTRICTIONS

Section 9.1 Business Units – Residential Use. Consistent with the terms of the PUD Agreement, the use of Units 1 and 2 may be changed from business use to residential use. If such change in use occurs, the Master Deed shall be amended to reflect such changed use. However, any such changes must be consistent with and are subject to the PUD Agreement and applicable City of Dexter ordinances, rules and regulations. The change may be made at any time by the Developer during the Construction and Sales Period without the consent of any other

Unit owner or Mortgagee, subject only to approval required by the City under the PUD Agreement. After the end of the Construction and Sales Period, the Owner of a Business Unit may change the use to residential, subject only to the terms of the PUD Agreement and approval of the Association which shall not be unreasonably withheld. The cost of the Master Deed amendment shall be paid by the Owner requesting such change. Once the use of a Business Unit is changed to residential use as a Residential Unit, in order to change the use back to business use as a Business Unit, the approval of the Developer during the Construction and Sales Period and the Association Board of Directors thereafter shall be required, and the Master Deed shall be amended to reflect that change at the cost of the Owner requesting such change. City of Dexter approval must be obtained prior to changing the use of a Business Unit to a Residential Unit or to convert a Residential Unit back to a Business Unit. If a Business Unit is changed to a Residential Unit, the Owner of the Unit shall have the right to create a new entry directly into the first floor lobby/elevator lobby area at the Owner's sole cost and expense, subject to applicable laws and ordinances. In such event the Co-Owner must alter the street entry to make it compatible with typical residential patio entries (i.e., the commercial street entry should be altered) the street entry to the Unit on Jeffords Street. All construction plans for any new entrance shall be subject to the reasonable approval of the Board of Directions of the Association (and the Developer during the Construction and Sales Period), and applicable governmental authorities.

Section 9.2 Developer Right to Change in Use of Business Units. Notwithstanding Section 9.1 above, subject only to the provisions of the PUD Agreement and consistent with Section 9.1, the Developer may change the use of one or both of the Business Units to Residential Units as long as (a) Developer or an affiliate owns the Unit and (b) the Construction and Sales Period has not ended.

ARTICLE 10

SUBDIVISION, CONSOLIDATION AND MODIFICATION

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 and Section 49 of the Act and this Article 10. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 10.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-Owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project and subject to the consent of any Unit Owner whose Unit would be modified, if such Unit is not owned by Developer. Any modifications by Developer in accordance with the terms of this Section 10 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or

Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article 7 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 10.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever, consolidate under single ownership two (2) or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units, subject to the approval of the City of Dexter and the requirements of any governmental authority having jurisdiction over the Project and the PUD Agreement, and subject to consent of any Unit Owner whose Unit would be consolidated or whose boundaries would be relocated, if such Unit is not owned by Developer. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Units by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Units shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 10.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 10.3 Consolidation or Relocation of Unit Boundaries by Co-Owners. After the Development and Sales Period ends, Co-Owners may consolidate, subdivide or modify Unit boundaries with the approval of the City of Dexter, the consent of the affected Co-Owners and any mortgagees of the affected Units, and the requirements of any governmental authority having jurisdiction over the Project and the PUD Agreement. The consolidation, subdivision or

relocation shall be given effect by an amendment to the Master Deed, prepared by the affected Co-Owner(s) at their sole cost and expense and approved by the Board of Directors of the Association. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Units by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Units shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. Any such amendment proposed by a Co-Owner shall be subject to the approval of the Association Board of Directors which shall not be unreasonably withheld, and the approval of the City of Dexter. The Amendment shall be signed by an officer of the Association along with the affected Co-Owners.

ARTICLE 11 **ASSIGNMENT**

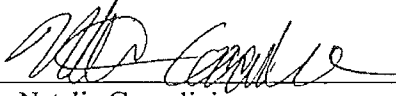
Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to the Association or any other entity, after which the assignee shall be responsible for all Developer obligations contained within the Condominium Documents or the PUD Agreement. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Washtenaw County Register of Deeds.

[signature on following page]

Dated: June 28, 2018

DEVELOPER:


150 JEFFORDS, LLC,

By: 
Natalie Ceccolini

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 28th day of June, 2018, the foregoing Master Deed was acknowledged before me by Natalie Ceccolini, the Manager of 150 Jeffords, LLC., a Michigan limited liability company, on behalf of said Company.


Sandra Sorini Elber Notary Public
Acting in Washtenaw County
Washtenaw County, Michigan
My Commission Expires: 9.9.22

PREPARED BY AND RETURN TO:

✓ Gregory J. Gamalski, Esq.
BODMAN PLC
201 West Big Beaver, Suite 500
Troy, Michigan 48084
(248) 743-6036

EXHIBIT A

BYLAWS

150 JEFFORDS CONDOMINIUM

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ARTICLE 1
ASSOCIATION OF CO-OWNERS

150 Jeffords Condominium, a Condominium Project located in the City of Dexter, Washtenaw County, Michigan, shall be administered by the 150 Jeffords Condominium Association, an organization of Co-Owners which is a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2
ASSESSMENTS

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

Section 2.1 Assessments for Common Elements

All costs incurred by the Association in satisfaction of any improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvement, repair, replacement, insurance or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, improvement, reconstruction or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2 Determination of Assessments

. Assessments shall be determined in accordance with the following provisions:

2.2.1 Budget and General Assessments

. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Each Co-Owner shall be subject to charges and assessments as may be required to maintain such minimum reserve fund. In addition, at the closing of a Co-Owner's purchase of a Unit from the Developer, such Co-Owner shall pay to the Association (a) a prorated portion of the current monthly assessment due for the Unit, plus the next month's assessment, and (b) an additional one-time amount equal to ____ months of Association assessments as an initial capital contribution to fund the Association's working capital reserve. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-Owner shall not affect or in any way diminish the liability of any Co-Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

2.2.2 Special Assessments

. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association,

including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand (\$10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph 2.2.1 above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 2.3 Apportionment of Assessments and Penalty for Default

. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the Project Percentage of Value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners in monthly installments in advance unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 2.4 Waiver of Use or Abandonment of Unit

. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement

2.5.1 Remedies

. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien and the lien created by the Condominium Documents that secures payment of assessments. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.5.2 Foreclosure Proceedings

. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit such Co-Owner was notified of the provisions of this subparagraph and that the Co-Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

2.5.3 Notice of Action

. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by

advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

2.5.4 Expenses of Collection

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-Owner in default and shall be secured by the lien on such Co-Owner's Unit.

Section 2.6 Liability of Mortgagee

Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to such Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 Developer's Responsibility for Assessments

The Developer of the Condominium, although a member of the Association, shall not be responsible for payment of Association assessments on Units owned by Developer. Developer shall, however, pay all expenses of maintaining and insuring Units that it owns. Developer shall also pay a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 Property Taxes and Special Assessments

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

Section 2.9 Personal Property Tax and Special Tax Assessment of Association Property.

The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.10 Construction Lien.

A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.11 Statements as to Unpaid Assessments.

The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

**ARTICLE 3
ARBITRATION**

Section 3.1 Scope and Election.

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding and judgment on such decision shall be

entered by any court of competent jurisdiction, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief.

In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies.

Such election and written consent by Co-Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE 4 **INSURANCE**

Section 4.1 Extent of Coverage.

The Association shall be responsible for obtaining liability and property damage insurance on the General Common Elements and area subject the Encroachment Agreement with the City of Dexter that are the Association's responsibility to maintain, repair and replace, including without limitation the building improvements, surface improvements and easements; the City of Dexter shall be named an additional named insured as required under the Encroachment Agreement. The Association shall obtain liability insurance, (in a minimum amount to be determined by Developer during the Construction and Sales Period and the Association thereafter), and other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project, including any easements for which the Association has the obligation to insure, and any Limited Common Elements that are the responsibility of the Association to insure pursuant to Article 4 of the Master Deed, and such insurance, shall be carried and administered in accordance with the following provisions. The Co-Owner of a Unit shall be responsible for insurance on such Co-Owner's Unit and its appurtenant Limited Common Elements which are such Co-Owner's responsibility to maintain pursuant to Section 4.3 of the Master Deed.

4.1.1 Responsibilities of Association.

All such insurance that the Association is to purchase shall be purchased by the Association for the benefit of the Association, and the Co-Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners.

4.1.2 Insurance Information.

All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages. Unit owners are advised that the Association's coverage is not intended to be complete as to all matters, and the Co-Owners have an obligation to provide certain coverages as outlined in this Article. The liability insurance carried by the Association and the Co-Owners shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-Owners as a group to another Co-Owner.

4.1.3 Liability Insurance.

The Association shall carry liability insurance on the General Common Elements, including any easements for which the Association is responsible to insure, and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses.

All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 Proceeds of Insurance Policies.

Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-Owners and their mortgagees, as their interests may appear. Provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims.

Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and with such insurer as may, from time to time, provide such insurance for the Condominium

Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of Co-Owners.

Each Co-Owner shall obtain fire, extended coverage, vandalism and malicious mischief insurance coverage at such Co-Owner's expense upon the Co-Owner's Unit and Limited Common Elements appurtenant to such Co-Owner's Unit, any and all improvements, personal property and upgrades located within or upon such Unit, and the Common Elements which are the Co-Owner's responsibility to maintain and other Co-Owner responsibilities as set forth in Article 4 of the Master Deed. While each Owner is responsible to determine by personal investigation or from such Owner's insurance advisors the nature and extent of insurance coverage needed for such Owner's Unit and appurtenant Limited Common Elements, including upgrades and improvements as described in the Master Deed and Bylaws, generally the applicable form is H06. It shall be each Co-Owner's responsibility to determine by personal investigation or from such Co-Owner's insurance advisors the nature and extent of insurance coverage needed to obtain insurance coverage for such Co-Owner's personal property and the upgrades, fixtures, appliances, equipment and trim located within the Co-Owner's Unit or elsewhere on the Condominium, including any appurtenant Limited Common Elements which are the Co-Owner's responsibility to maintain and other Co-Owner responsibilities, as set forth in Article 4 of the Master Deed, and for the Co-Owner's personal liability for occurrences within the Co-Owner's Unit or upon any Limited Common Elements appurtenant to the Unit, and also for alternative living expense in the event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value. Proof of required Co-Owner insurance must be supplied to the Association upon request. In the event of the failure of a Co-Owner to obtain such insurance, the Association may, but shall not be obligated to, obtain such insurance on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit, which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right of Subrogation.

The Association, as to all policies which it obtains, and each Co-Owner as to all policies each Co-Owner obtains, shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 Indemnification.

Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or any appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Section 4.6 Determination of Primary Carrier.

There may be overlapping coverage between the Co-Owners' insurance policies and insurance policies of the Association, required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this Section 4.6 shall control in determining the primary carrier. In cases of property damage to the Unit and its contents, or any other Unit, any Limited Common Element or other element or property for which the Co-Owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article 4 of the Master Deed (including improvements and betterments), the Co-Owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements, including any easements, or any Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article 4 of the Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon any Limited Common Element for which the Co-Owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article 4 of the Master Deed (including improvements and betterments), the Co-Owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements, including any easements, or in/upon any Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article 4 of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-Owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-Owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-Owner shall have no right to subrogation against the Association or its carrier.

ARTICLE 5 RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair.

If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 Partial Damage.

If the damaged property is a Common Element or Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of eighty percent (80%) of the Co-Owners in the Condominium that the Condominium shall be terminated.

5.1.2 Total Destruction.

If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless eighty percent (80%) or more of the Co-Owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 5.2 Repair in Accordance with Master Deed.

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the City of Dexter unless eighty percent (80%) of the Unit Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair; Definition of Co-Owner; Responsibility

If the damage is only to a part of the contents of a Unit or any Limited Common Elements which are the responsibility of a Co-Owner to maintain, repair or replace, it shall be the responsibility of the Co-Owner to maintain, repair and replace such damage in accordance with Section 5.3.1 and 5.3.2 below. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

5.3.1 Damage of Unit or any Limited Common Elements.

Each Co-Owner shall be responsible for the maintenance, repair and replacement of the contents of such Co-Owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls including any appurtenant Limited Common Elements that are the Co-Owner's responsibility to maintain, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to pipes, wires, conduits, ducts or other General Common Elements, or to any fixtures and equipment which are standard items covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 5.4 below.

5.3.2 Association Insurance Proceeds; Co-Owner Receipt. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of such insurance, and if there is a mortgagee's endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly.

5.3.3 Notice to First Mortgagees. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly

shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair.

Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements, including easements, and the Limited Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5.5 Timely Reconstruction and Repair.

If damage to Common Elements or of a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 5.6 Eminent Domain.

Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit.

In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-Owner and the Co-Owner's mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and the Co-Owner's mortgagee, as their interest may appear.

5.6.2 Taking of Common Elements.

If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds (2/3) of the Unit Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

5.6.3 Continuation of Condominium After Taking.

In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the Project Percentage of Value of the remaining Residential Owners based upon the continuing value of the Condominium as one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees.

In the event any Unit (or improvements located within the perimeter thereof) in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of first mortgagee lien on any of the Units in the Condominium.

Section 5.7 Notification of Federal Housing Finance Agency; Guarantors.

In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, or similar government sponsored entity ("GSE") supervised by the Federal Housing Finance Agency ("FHFA") upon request by FHLMC or FNMA or the GSE, the Association shall give it written notice at such address as it may, from time to time, direct of any loss or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA or GSE exceeds One Thousand Dollars (\$1,000.00). These provisions likewise apply to requests made by government-sponsored mortgage insurers such as the Federal Housing Agency and the Veterans' Administration.

Section 5.8 Priority of Mortgagee Interests.

Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6 RESTRICTIONS/ARCHITECTURAL CONTROL

Section 6.1 Limitations and Restrictions

. All of the Units in the Condominium and any appurtenant Limited Common Elements shall be held, used and enjoyed subject to the following limitations and restrictions set forth in Section 6.1 through 6.21 below:

6.1.1 Residential Use of Units. All Residential Units shall be used for private residential purposes only in accordance with the Master Deed, Bylaws, and ordinances and restrictions of applicable governmental authorities. Notwithstanding the foregoing, Developer may erect and maintain a sales office or model Unit on any Unit owned by Developer until such time as all Units which Developer owns are sold.

6.1.2 Business Units. The Business Units may be used only consistent with Master Deed Sections 6.2 and 6.3. If the use of the Business Units is changed to residential use such Unit shall then be referred to as a Residential Unit and Section 6.1.1 above shall apply.

6.1.3 Business Unit Restriction. Business Units are restricted in use as provided in the Master Deed Section 6.2 and 6.3. Business Unit uses are further restricted as follows:

(a) Retail uses shall be only as allowed under local ordinances and shall be further subject to the restrictions in Section 6.2 and 6.3 of the Master Deed,

(b) Professional offices such as (i) attorney, (ii) accountants, (iii) financial planners or stockbrokers, (iv) real estate agents, (v) travel agents, (vi) tax preparation service and (viii) food service such as a small café, coffee shop or sandwich shop; (ix) similar office uses not requiring special equipment or facilities are allowed, subject to the restrictions in Section 6.2 and 6.3 of the Master Deed.

Special uses barred are: medical or dental care facilities, hair salons, nail salons, wig shops, cigar or cigarette specialty retailers and massage parlors.

Section 6.2 Alterations and Modifications.

No Co-Owner shall make alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the prior written approval of the Board of Directors including but not limited to, exterior painting or alterations of porches, decks, balconies, exterior stairs or steps, garage, exterior lighting fixtures, antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications; nor shall any Co-Owner damage or make modifications or attachments to Common Element walls between Units which may impair sound conditioning qualities of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 6.3 Home Occupations, Nuisances and Activities Requiring a Permit Subject to any City of Dexter Permit Requirement.

Home occupations are allowed in accordance with the City of Dexter ("City") ordinances. No activity constituting a nuisance under applicable City ordinances is permitted in any Unit. Any activity requiring a Permit under City of Dexter ordinances shall comply with all such permit requirements. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in the Co-Owner's Unit or in the Common Elements anything that will increase the rate of insurance on the Condominium without the prior written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-Owner in the manner provided in Article 2 hereof.

Section 6.4 Use of Sidewalks, Walkways, Common Elements.

The sidewalks, walkways and landscape areas of the General Common Elements shall not be used for purposes other than those for which they are reasonably and obviously intended. No Co-Owner may landscape or install plantings or install decorations or artwork in the General Common Elements without prior approval of the Association. The Association may establish rules and regulations for use of the General Common Elements. The sidewalks and walkways shall remain unobstructed at all times, except for appurtenant common planters, trellises, guardrails and improvements installed by Developer or authorized by the Association, if any.

Section 6.5 Aesthetics.

The Common Elements shall not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit, shall not be allowed to accumulate therein and shall be disposed of as set forth in Section 6.8 below. The Common Elements shall not be used for the drying, shaking, or airing of clothing or other fabrics. No clothes or outside drying of laundry shall be permitted. In general, no activity shall be carried on nor condition maintained by a Co-Owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6.6 Garages; Ramp; Garage Access; Grilling; Window Coverings; Patios and Balconies.

The following provisions apply:

6.6.1 The garage may only be used by the Co-owner or the Co-Owner's family members, guests, tenants or invitees whose vehicles must be parked within the garage serving the Unit and not on any Common Elements.

6.6.2 The Common Elements shall not be obstructed, including without limitation the garage ramp or garage access area nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

6.6.3 No Co-owner may leave personal property (including by way of example and not limitation play equipment or structures, bicycles, vehicles, chairs and benches) unattended on or about the General Common Elements.

6.6.4 Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations pursuant to these Bylaws.

6.6.5 Limited Common Element patios and balconies must remain uncluttered so as to allow unobstructed ingress and egress. Patios and balconies shall not be used in a manner that creates a hazard, nuisance or an aesthetically displeasing view from neighboring Units.

6.6.6 Due to increased insurance costs and risk of fire only electric grills or gas grills may be used on a patio or balcony. Other grilling anywhere on the exterior of the Condominium is prohibited. Grilling activities shall be conducted in a manner that does not pose a fire hazard.

6.6.7 Windows shall be covered with white or cream colored draperies, blinds or other window treatments with the use of sheer, white or cream liners to let in light.

6.6.8 Interior and exterior window sills shall be uncluttered.

Section 6.7 Vehicular Parking and Storage.

The following provisions apply to parking, vehicles and storage:

6.7.1 Motorized vehicles used by Unit Owners shall be parked in the Owner's assigned Limited Common Element parking spaces.

6.7.2 Bicycles shall not be parked or stored on the Common Elements other than in areas designated specifically for that purpose.

6.7.3 No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle shall at any time be parked, stored or maintained on any Common Element; provided, however, that during construction operations, Developer's and the Residential Builder's sales and construction trucks and equipment may be parked and used on the Common Elements.

6.7.4 No commercial vehicle lawfully upon the Project for business shall remain except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.8 Garbage and Refuse.

The following restrictions apply:

6.8.1 Trash, recyclables, garbage or other waste shall be kept only in closed, sanitary containers within the Unit and then placed in trash receptacles provided by the Association, the City of Dexter or the refuse removal company. Recyclables, garbage and other waste shall be promptly disposed of so as not to be objectionable to other Co-Owners.

6.8.2 The Association may establish additional rules and regulations related to disposal of garbage, trash, recyclables and refuse.

6.8.3 The burning or incineration of rubbish, trash, construction materials or other waste is prohibited.

Section 6.9 Weapons.

No Co-Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or family member of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 6.10 Signs.

No signs of any kind shall be displayed to the public view on any Residential Unit including "for sale" signs or "for rent" signs. All signs must comply with applicable laws and ordinances. Such signs must be maintained in good condition at all times and removed when the object of their use has terminated. One sign of size and type reasonably approved by the Developer (or Association after the Construction and Sale period ends) may be placed in the window or on a Limited Common Element controlled by a Business Unit Owner. Additionally, as long as the Business Convertible Unit is used for business purposes, the occupant of the Business Unit has the right to install one (1) commercial sign to advertise the business occupying the Unit. That sign may be lighted as long as (a) power is supplied by the Business Unit, (b) the sign is lit only during business hours, (c) the sign does not "blink," have "racing" lights or other motion type effects. A bond shall be posted with the Association to assure the cost of removal of the sign and repair of the Common Elements is covered should the business close or cease operation. The design and appearance of the sign is subject to the approval of the Developer during the Construction and Sales Period (and the Association after the Development and Sales period ends). All necessary approvals must be obtained from the City of Dexter consistent with applicable laws and ordinances. There shall be only one (1) sign for each Business Unit. The manner in which the sign is affixed to the building shall be subject to the reasonable approval of the Developer during the Construction and Sales Period and the Association after the Development and Sales Period ends.

Section 6.11 Leasing and Rental.

6.11.1 Right to Lease.

A Unit Owner may lease the Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.5 of the Master Deed. A Unit Owner desiring

to lease a Unit shall provide the Association with a copy of the proposed lease form at least ten (10) days before presenting the lease to a potential lessee, so the Association can confirm that the lease requires compliance with the Condominium Documents. Unit Owner shall lease less than the Owner's entire Unit. No Residential Unit tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. No Business Unit shall be leased for a period of less than two (2) years unless specifically approved in writing by the Developer during the Construction and Sales Period and the Association thereafter. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. A signed copy of the executed lease shall be provided to the Association. However, any lease for a Business Unit may be redacted to remove business terms or other information deemed sensitive by the Owner or Lessee. No subleasing by any tenant is permitted.

6.11.2 Tenant's Non-Compliance with Condominium Documents. If the Association determines that a tenant has failed to comply with the Condominium Documents in its use of the Unit, the Association shall have the right to take action as provided in the Act.

Section 6.12 Changes in Common Elements.

No Co-Owner shall make changes in any of the Common Elements without the prior written approval of the Board of Directors.

Section 6.13 Rules and Regulations.

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 Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners. No rules or regulations shall impose an unreasonable burden in the use of a Business Unit.

Section 6.14 Right of Access of Association.

The Association or its duly authorized agents shall have access to each Unit and Common Elements from time to time, during reasonable working hours, upon notice to the Co-Owner thereof as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit and Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-Owner to provide the Association means of access to the Co-Owner's Unit thereto during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable under the

circumstances and shall not be liable to such Co-Owner for any necessary damage to any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-Owner's Unit.

Section 6.15 Co-Owner Maintenance.

Each Co-Owner shall maintain such Co-Owner's Unit and appurtenant Limited Common Elements for which the Co-Owner has maintenance and responsibility in a safe, clean and sanitary condition. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements, including the easements, by such Co-Owner, or the Co-Owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-Owner in the manner provided in Article 2 hereof.

Section 6.16 Reserved Rights of Developer

6.16.1 Prior Approval by Developer.

As long as Developer owns any Unit which Developer offers for sale or lease, no buildings, walls, decks, drives, walks, grading, landscaping or other structure or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alternation to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any improvements on a Unit until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole, the Project. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. After conveyance by Developer of all Units of the Project to Co-Owners other than Developer, this reserved right shall be automatically assigned to the Association.

6.16.2 Developer's Rights in Furtherance of Development and Sales.

None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

6.16.3 Enforcement of Bylaws.

The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as Developer owns any Unit, which right of enforcement shall include without limitation an action to restraint the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 6.17 Unsightly Conditions.

It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt conditions of the Owner's Unit or Limited Common Elements that tend to substantially decrease the beauty of the Development as a whole or any specific area thereof.

Section 6.18 Animals or Pets.

The following provisions apply to pets:

6.18.1 Keeping of animals or pets at the Condominium shall be in accordance with applicable City ordinances. Any person who causes or permits an animal to be brought or kept on the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium.

6.18.2 Without prior written consent of the Board of Directors, no Unit Owner may keep more than two (2) pets.

6.18.3 All dogs and cats, regardless of size or breed must be approved by the Developer during the Construction and Sales Period or the Board of Directors after the

Construction and Sales Period ends. The approval (or not) of the dog(s) or cat(s) shall be in the sole discretion of the Developer, and subsequently the Board of Directors after the Construction and Sales Period ends. The Developer, or the Board of Directors, may require specific information from a dog or cat owner prior to approving, or not approving, any dog or cat.

6.18.4 Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions.

6.18.5 No savage, aggressive, obnoxious or dangerous animal of any kind shall be kept.

6.18.6 No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements.

6.18.7 No exotic mammal or reptile may be brought onto, kept or maintained in any Unit. Due to weight and structural concerns and the likely risk of extensive damage to adjoining Units in the event of failure, no aquarium in excess of ten (10) gallons may be maintained in any Unit.

6.18.8 Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify, defend (with counsel approved by the Association), and hold harmless the Association and all other Unit Owners from any loss, damage or liability which the Association or another Unit Owner may sustain as a result of the presence of such animal on the Condominium.

6.18.9 All pets must be registered with the Board of Directors of the Association.

6.18.10 No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

6.18.11 Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner or their guest(s).

6.18.12 The Association may charge all Co-owners maintaining animals a reasonable assessment to be collected in the manner provided in Article 2 of the Bylaws in the event the Association determines such assessment necessary to defray the maintenance cost to the Association or accommodating animals within the Condominium.

6.18.13 The Board of Directors may adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violations in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

6.18.14 The term "animal or pet" as used in this Section shall not include small animals, which are constantly caged such as a small bird or fish.

6.18.15 Dog kennels, cages, or runs or other exterior enclosed shelters for animals are expressly prohibited.

Section 6.19 Television Antenna and Similar Devices.

No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit or Limited Common Element, unless the location, type and screening of the device has been approved by the Board of Directors of the Association. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104.110 § 207 Stat. 56 (1996), as amended.

Section 6.20 Air Conditioning Units.

No external air conditioning unit shall be placed in or attached to a window or wall of any Unit unless the location, type and screening has been approved in writing by the Board of Directors.

Section 6.21 Mail Boxes.

There shall be a central mailbox for the Units to be installed by the Developer and maintained by the Association. The Association shall distribute mailbox keys to the Unit Owners and establish rules related to mailboxes. Use shall be in compliance with the standards set forth by the Association and the U.S. Postal Service.

ARTICLE 7 **MORTGAGES**

Section 7.1 Notice to Association.

Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance.

The Association shall notify each mortgagee appearing in the book of Mortgagees of Units of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings.

Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE 8
VOTING

Section 8.1 Vote.

Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote.

No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 9.2 and 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 Designation of Voting Representative.

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

Section 8.4 Quorum.

Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium

Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting.

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

Section 8.6 Majority.

A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association. Provided, any action by the Association that would affect the Parking Unit shall require the prior written consent of the Parking Unit Owner.

ARTICLE 9
MEETINGS

Section 9.1 Place of Meeting.

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

Section 9.2 First Annual Meeting.

The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used

in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings.

Annual meetings of the Association shall be held on the last Thursday of October (or as otherwise agreed by the Co-Owners), each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings.

It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings.

It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 9.6 Adjournment.

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

Section 9.7 Order of Business.

The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) new business.

Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 9.8 Action Without Meeting.

Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9.9 Consent of Absentees.

The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 Minutes, Presumption of Notice.

Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

Section 9.11 Meeting by Teleconferences

A member may participate in a meeting of members by a conference telephone or by other means of remote communication through which all persons participating in the meeting may communicate with other participants. All participants shall be advised of the means of remote communication and the names of the participants in the conference shall be given to all participants. Participation in a meeting pursuant to this section constitutes presence in person at the meeting. Members not physically present at a meeting of members may participate in the meeting by means of remote communication and are considered present in person and may vote

at the meeting if: (i) reasonable measures are implemented to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (ii) reasonable measures are implemented to provide each member or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (iii) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Association.

ARTICLE 10

ADVISORY COMMITTEE

Within one hundred twenty (120) days after first conveyance of a Unit to a Co-Owner other than Developer, Developer shall cause to be established an Advisory Committee consisting of at least two (2) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11

BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors.

The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors

The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 Appointment of Non-developer Co-Owners to Board Prior to First Annual Meeting

Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, the non-developer Co-Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 11.2.2 results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the

Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting. Notwithstanding the foregoing, at and after the First Annual Meeting, the Parking Unit Owner shall have the right to designate one Director to serve in addition to the Directors elected in the manner set forth above. The Director appointed by the Parking Unit Owner may be removed or replaced only by the Parking Unit Owner.

11.2.3.5 Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 above.

11.2.3.6 For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners. Provided, any action by the Board of Directors that would affect the Parking Unit shall require the consent of the Parking Unit Owner.

Section 11.4 Other Duties.

In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

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

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

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

11.4.6 To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

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

11.4.8 To make rules and regulations in accordance with these Bylaws.

11.4.9 To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent.

The Board of Directors may employ for the Association a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall

the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 11.6 Vacancies.

Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom Developer is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 11.2.2 of this Article.

Section 11.7 Removal.

At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Co-Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 First Meeting.

The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one such meeting 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 facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings.

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 facsimile which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11.11 Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum.

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

Section 11.13 First Board of Directors.

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

Section 11.14 Fidelity Bonds.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Meeting by Teleconferences

Members of the Board of Directors or any committee appointed by the Board of Directors may participate in a meeting of the Board of Directors or any committee by means of conference telephone or other means of remote communication through which all persons

participating in the meeting can communicate with the other participants. Participation in a meeting in such manner shall constitute presence in person at such meeting.

ARTICLE 12

OFFICERS

Section 12.1 Officers.

The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President may be held by one person.

12.1.1 President.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

12.1.2 Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.1.3 Treasurer.

The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 12.2 Election.

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

Section 12.3 Removal.

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

Section 12.4 Duties.

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

ARTICLE 13 SEAL

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

ARTICLE 14 FINANCE

Section 14.1 Records.

The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. To the extent the Association has assets in excess of \$20,000, the Association shall on an annual basis have its books, records and financial statements independently audited or reviewed by a certified public accountant as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of certified public accountants. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement (audited or otherwise) within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association may opt out of the requirement for an annual audit or review by a majority vote of the Unit Owners.

Section 14.2 Fiscal Year.

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

Section 14.3 Bank.

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

ARTICLE 15 **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof. Further, the Board of Directors is authorized to carry officers' and Directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE 16 **AMENDMENTS**

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recording in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected. Any amendment to these Bylaws that will affect the use, occupancy, rights or obligations of the Parking Unit shall require the prior written consent of the Parking Unit Owner.

ARTICLE 17
COMPLIANCE

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

ARTICLE 18
DEFINITIONS

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

ARTICLE 19
REMEDIES FOR DEFAULT

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

Section 19.1 Legal Action.

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

Section 19.2 Recovery of Costs.

In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys fees.

Section 19.3 Removal and Abatement.

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

Section 19.4 Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection.

The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Developer Exempt from Fines.

The Association shall not be entitled to assess fines against the Developer prior to the First Annual Meeting for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 Non-Waiver of Right.

The failure of the association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 19.8 Cumulative Rights, Remedies and Privileges.

All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 19.9 Enforcement of Provisions of Condominium Documents.

A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive

relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE 20

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE 22

ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS

Section 22.1 Co-owner Approval for Civil Actions Against Developer; Election of Remedies.

22.1.1 Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and notice of such proposed action must be given in writing to all

Co-owners in accordance with this Article 22. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used.

22.1.2 Arbitration Effect. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Court.

Section 22.2 Not Applicable to the Title Claims

. Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

Section 22.3 Actions on Behalf of Co-Owners

. Actions on behalf of and against Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium.

Section 22.4 Commencement of Civil Actions

. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by requirements of this Article. The requirements of this Article are intended to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 22.5 Board of Directors' Recommendation to Co-owners

. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 22.6 Litigation Evaluation Meeting

. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation

evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2 x 11" paper:

22.6.1 Resolution. A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

- (i) it is in the best interest of the Association to file a lawsuit;
- (ii) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
- (iii) litigation is the only prudent, feasible and reasonable alternative; and
- (iv) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

22.6.2 Summary of Experience. A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

- (i) the number of years the litigation attorney has practiced law; and
- (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

22.6.3 Estimate of Recovery. The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

22.6.4 Estimate of Costs. The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

22.6.5 Fee Agreement. The litigation attorney's proposed written fee agreement.

22.6.6 Expected Assessment. The amount to be specifically assessed against each unit in the Condominium to fund the estimated cost of the civil action in both total and on a monthly per Unit basis, as required by this subparagraph.

Section 22.7 Independent Expert Opinion

. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the Co-owners with the written notice of the litigation evaluation meeting.

Section 22.8 Fee Agreement with Litigation Attorney

. The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the members of the litigation evaluation meeting.

Section 22.9 Co-owner Vote Required

. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of members of the Association. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 22.10 Litigation Special Assessment

. All legal fees incurred in pursuit of any civil action that is subject to this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 22.11 Attorney's Written Report

. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

22.11.1 Expert Fees. The attorney's fees, the fees of any experts retained by the attorney, and all other costs of litigation during the 30-day period immediately preceding the date of the attorney's written report ("reporting period").

22.11.2 Reporting. All actions taken in civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

22.11.3 Settlement Discussions. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

22.11.4 Costs to Date. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

22.11.5 Summary of Estimate. Whether the originally estimated total cost of the civil action remains accurate.

Section 22.12 Quarterly Board Meetings

. The Board shall meet Quarterly during the course of any civil action to discuss and review: the status of the litigation; the status of settlement efforts, if any and the attorney's written report.

Section 22.13 Changes in the Litigation Special Assessment

. If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 22.14 Disclosure of Litigation Expenses

. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

- (a) In the event of a conflict between the Act, the Master Deed, the Articles of Incorporation, Bylaws and Rules and Regulations, the Act shall control.
- (b) In the event of a conflict between the Articles of Incorporation, the Master Deed, the Bylaws, or Rules and Regulations, the Articles of Incorporation shall control.
- (c) In the event of a conflict between the Master Deed, the Bylaws or Rules and Regulations, the Master Deed shall control.
- (d) In the event of a conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control.

DEVELOPER:

150 JEFFORDS, LLC, a Michigan
limited liability company

By: 

Natalie Ceccolini

Its: Manager

Dated: June 28, 2018

WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 670

EXHIBIT "B" TO THE
MASTER DEED OF

150 JEFFORDS CONDOMINIUM

A CONDOMINIUM IN
THE CITY OF DEXTER
WASHTENAW COUNTY, MICHIGAN

DEVELOPER

150 JEFFORDS, LLC
2884 CARPENTER RD #300
ANN ARBOR, MI 48108

ENGINEER AND SURVEYOR

ATWELL, LLC
TWO TOWNE SQUARE SUITE 700
SOUTHFIELD, MI 48076
PHONE (248) 447-2000
FAX (248) 447-2001

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

150 JEFFORDS
DESCRIPTION OF A 0.357 ACRE PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 6, TOWN 2 SOUTH,
RANGE 5 EAST, CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN (AS SURVEYED BY ATWELL)
COMMENCING AT THE SOUTHEAST CORNER OF "PLAT OF EAST SIDE OF BLOCK 18 VILLAGE OF DEXTER" AS RECORDED
IN UBER 60 OF DEEDS, PAGE 123, WASHTENAW COUNTY RECORDS, THENCE N47°31'20"W, (RECORDED AS
N47°30'00"W) 110.34 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PLAT AND THE NORTH-EASTERLY RIGHT OF WAY
LINE OF FOREST STREET (99 FEET WIDE) FOR A PLACE OF BEGINNING, THENCE S27°53'44"W 4.45 FEET, THENCE
N69°04'32"W 35.78 FEET, THENCE N61°43'52"W 35.91 FEET, THENCE N69°20'43"W 12.32 FEET, THENCE N69°29'44"W
12.32 FEET, THENCE N69°29'44"W 12.32 FEET, THENCE N69°29'44"W 12.32 FEET, THENCE N69°29'44"W 12.32 FEET,
THENCE N64°07'59"E 4.88 FEET, THENCE S69°52'18"E 37.55 FEET, THENCE S69°52'21"E 38.02 FEET, THENCE
S69°52'21"E 37.75 FEET, THENCE S27°01'20"W (RECORDED AS S27°47'19"W) 13.03 FEET, THENCE S69°11'20"E
(RECORDED AS S59°10'03"E) 7.66 FEET, THENCE S21°53'14"W 94.49 FEET (RECORDED AS S23°36'52"W 93.71 FEET)
TO THE CORNER OF SAID BEGINNING, CONTAINING 0.357 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO
EASEMENTS, EASEMENTS, EASEMENTS, AND EASEMENTS OF RECORD, IF ANY.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE AND DESCRIPTIONS
2	SURVEY PLAN
3	SITE PLAN
4	CONDOMINIUM AND UTILITY PLAN
5	BUILDING PLAN - FIRST FLOOR PLAN
6	BUILDING PLAN - SECOND FLOOR PLAN
7	BUILDING PLAN - THIRD FLOOR PLAN
8	BUILDING PLAN - FOURTH FLOOR PLAN
9	BUILDING SECTION PLANS
10	
11	

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT
A FINAL PLAN. IT IS A PRELIMINARY PLAN
AND IS NOT TO BE USED FOR CONSTRUCTION.
PLANS PREPARED BY THE APPROPRIATE LICENSED
DESIGN PROFESSIONAL SUCH PROJECT DESIGN PLANS
ARE FILED AS PART OF THE CONSTRUCTION PERMIT
APPLICATION. THE SUBDIVISION PLAN IS THE RELEVANT
GOVERNMENTAL SUBDIVISION, THE ENFORCING AGENCY
STATE DEPARTMENT OF CLERKING AND REGULATION
AFFAIRS.

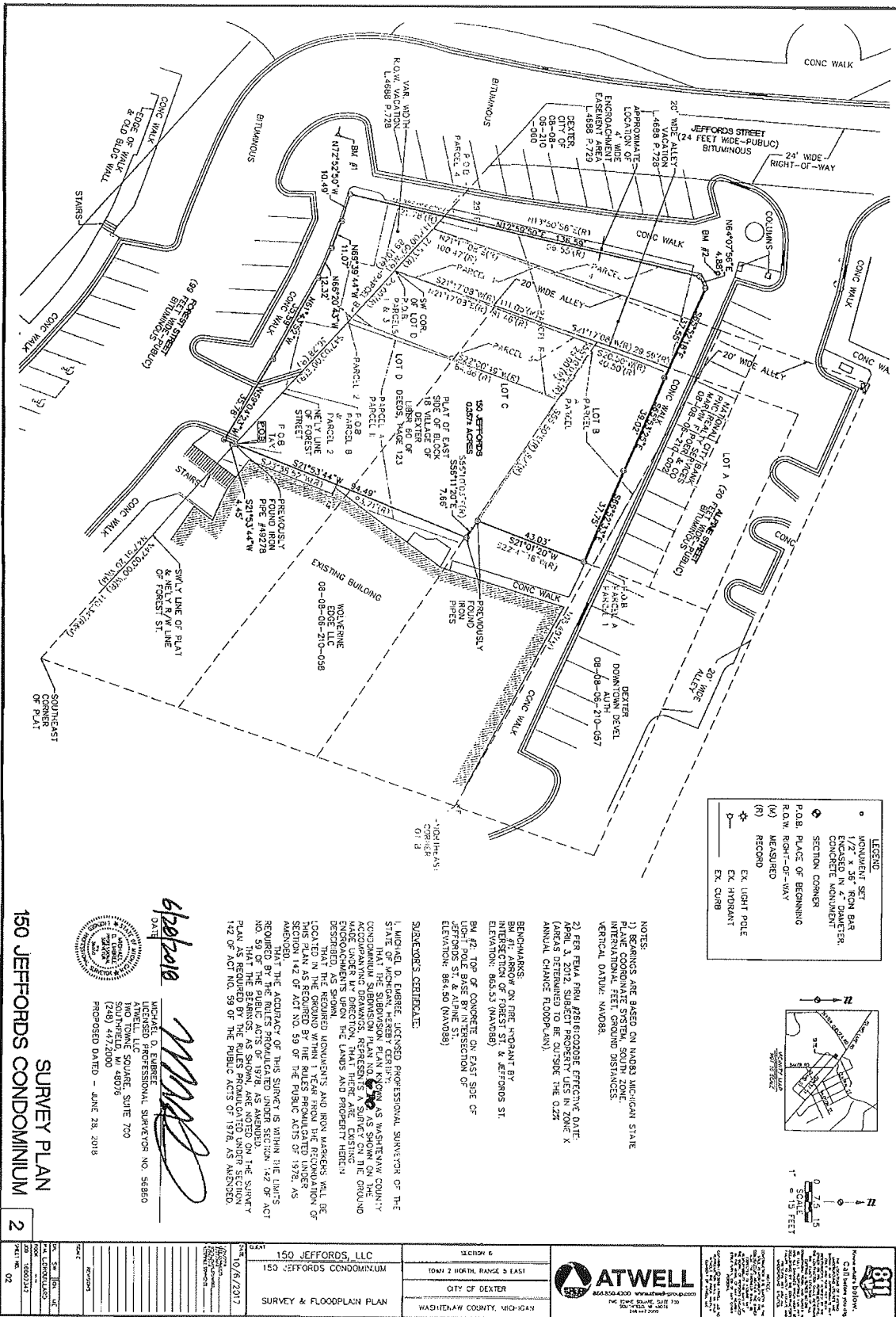
PROPOSED DATED - JUNE 28, 2018



MICHAEL D. EUBANK
LICENSED PROFESSIONAL SURVEYOR NO. 55860
ATWELL, LLC
TWO TOWNE SQUARE SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

TITLE AND DESCRIPTIONS
150 JEFFORDS CONDOMINIUM

150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM		SECTION 6 TOWN 2 NORTH, RANGE 5 EAST CITY OF DEXTER WASHTENAW COUNTY, MICHIGAN					
COVER SHEET							
10/5/2017							
1							
150 JEFFORDS CONDOMINIUM							
1							



150 JEFFORDS CONDOMINIUM

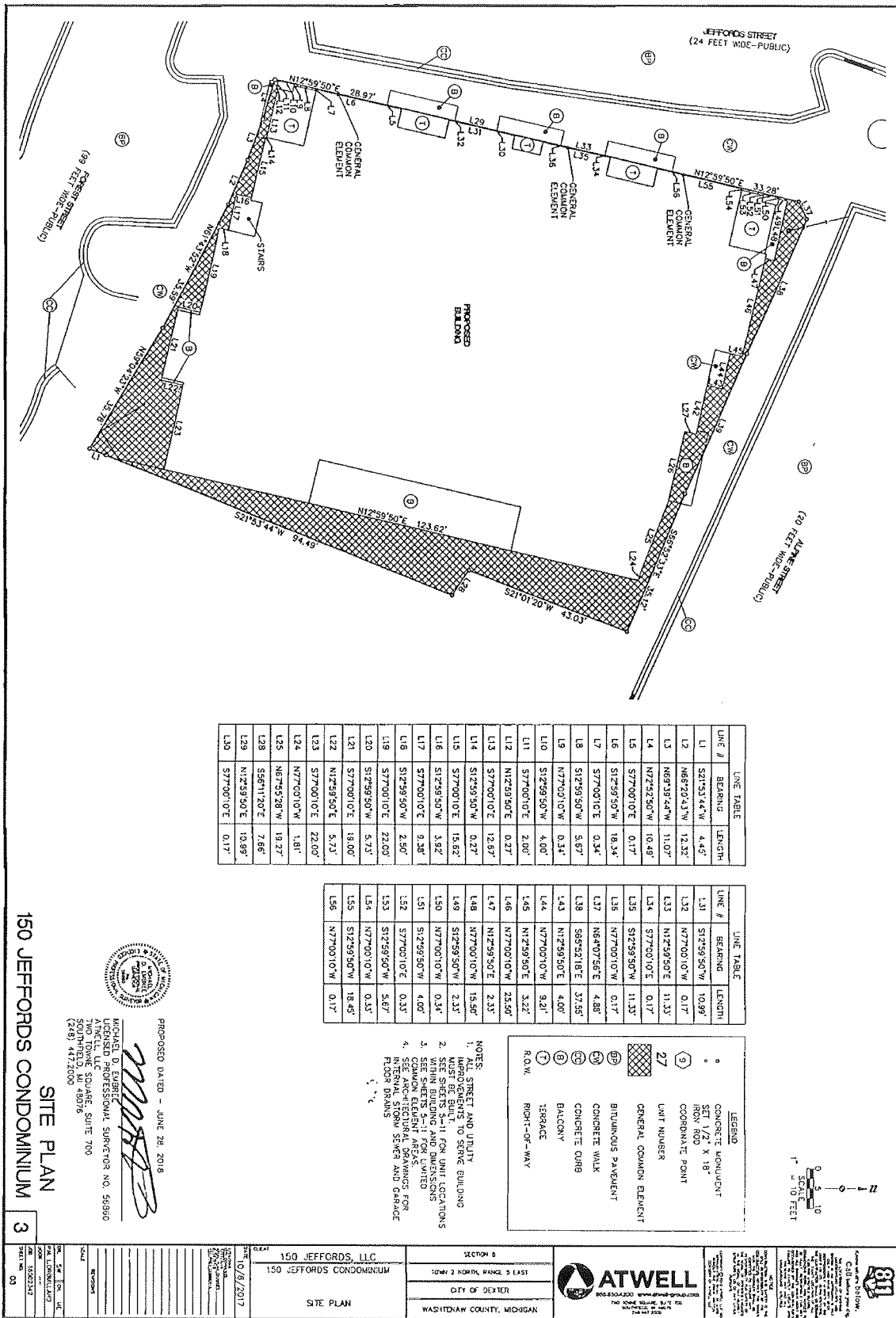
SURVEY PLAN

2

6/26/2018

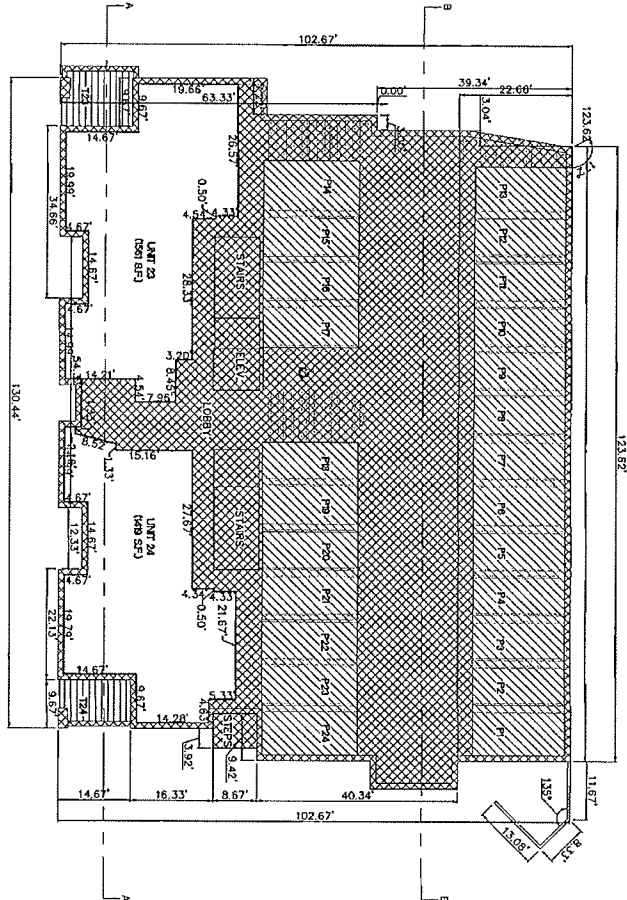
MICHAEL D. EMBRE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000
PROPOSED DATED - JUNE 28, 2018





BUILDING LEVEL 1 FLOOR PLAN

SCALE: 1"=10'



PROPOSED DATED - JUNE 28, 2018
MICHAEL C. DURRETT
LICENSED PROFESSIONAL SURVEYOR NO. 14876
TWO TOWN SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

BUILDING PLANS

150 JEFFORDS CONDOMINIUM

6

06

- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. FLOOR PLANS SHOWN ARE PROVIDED BY:
 3. THE DIMENSIONS OF THE BUILDING & UNITS
 4. AS SHOWN ON THESE FLOOR PLANS MAY VARY AS CONSTRUCTED.

PARKING AND STORAGE TABLE		
UNIT NO.	PARKING SPACES	STORAGE SPACE
1	P1	S1
2	P2	S2
3	P3	S3
4	P4	S4
5	P5	S5
6	P6	S6
7	P7	S7
8	P8	S8
9	P9	S9
10	P10	S10
11	P11	S11
12	P12	S12
13	P13	S13
14	P14	S14
15	P15	S15
16	P16	S16
17	P17	S17
18	P18	S18
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24	P24	S24

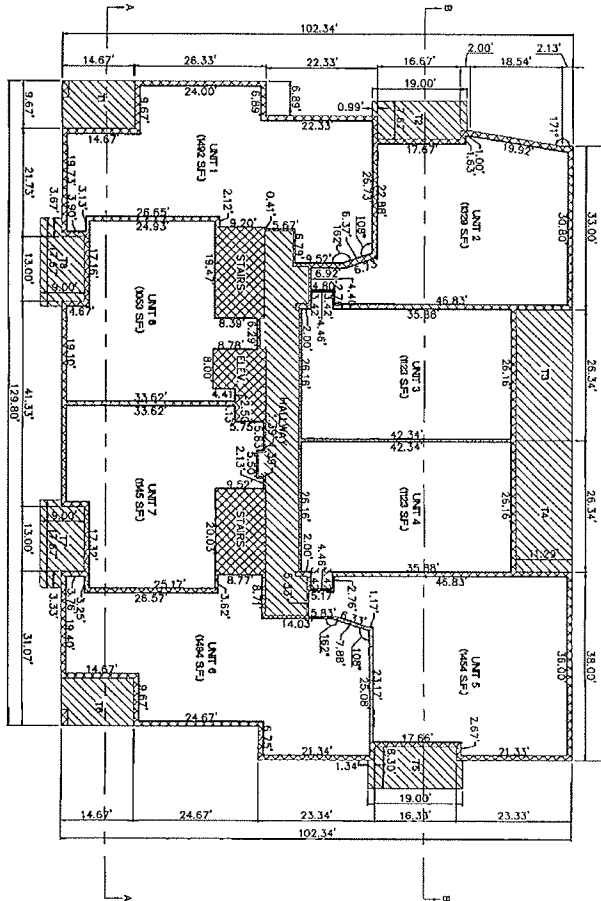
LEGEND

- UNIT OWNERSHIP
- UNITED COMMON ELEMENT - RESIDENTIAL
- UNITED COMMON ELEMENT - COMMERCIAL
- GENERAL COMMON ELEMENT
- PARKING SPACE
- STORAGE AREA
- PRIVATE TERRACE
- TERRACE (COMMON TO)
- TERRACE (BLINDS TO)

Scale: 1" = 10' FEET



150 JEFFORDS CONDOMINIUM
SECTION 6
TOWN: 2 NORTH, RANGE: 5 EAST
CITY OF SEETER
WASHINGTON COUNTY, MICHIGAN



BUILDING LEVEL 2 FLOOR PLAN

SCALE: 1"=10'



LEGEND	
	CONCRETE MONUMENT
	UNIT OWNERSHIP
	UNIT COMMON ELEMENT - RESIDENTIAL
	UNIT COMMON ELEMENT - COMMERCIAL
	GENERAL COMMON ELEMENT
	PARKING SPACE
	STORAGE AREA
	PRIVATE TERRACE
	DESIGNATES UNIT
	TERRACE BELONGS TO

- NOTES:
1. ALL UNITS MUST BE BUILT.
 2. FLOOR PLANS SHOWN ARE PROVIDED BY:
 3. THE DIMENSIONS OF THE BUILDING & UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY AS CONSTRUCTED.



PROPOSED DATED - JUNE 28, 2018
 MICHAEL D. ENGBRECHT
 LICENSED PROFESSIONAL ENGINEER NO. 56650
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447-2000

BUILDING PLANS
 150 JEFFORDS CONDOMINIUM

7

150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM BUILDING PLANS		SECTION 8 TOWNS 2 NORTH, RANGE 5 EAST CITY OF DEXTER WASHINGTON COUNTY, MICHIGAN	 ATWELL 656.830.4200 www.atwell-group.com 1000 N. ZEEB RD., SUITE 200 ANN ARBOR, MI 48106	 811 Call before you dig 1-800-487-4811 www.811.org
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SCALE: 1"=10'

PROPOSED DATED - JUNE 28, 2018

MICHAEL D. EMBRE
LICENSED PROFESSIONAL SURVEYOR NO. 56960
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

BUILDING PLANS
150 JEFFORDS CONDOMINIUM

LEGEND

CONCRETE APARTMENT

UNIT OWNERSHIP


P#
S#
T#

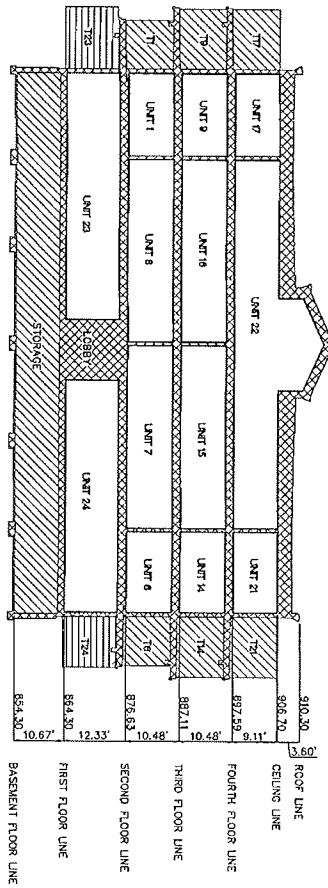
LIMITED COMMON ELEMENT - RESIDENTIAL
LIMITED COMMON ELEMENT - COMMERCIAL
GENERAL COMMON ELEMENT

PARKING SPACE
STORAGE AREA
PRIVATE TERRACE (IF RESIDENTS' UNIT TERRACE BELONGS TO)

NOTES:
1. ALL UNITS MUST BE BUILT.
2. FLOOR PLANS SHOWN ARE PROVIDED BY:
MEIER ARCHITECTS, 4644 JACKSON ROAD,
SUITE 175, ANN ARBOR, MI
3. THE DIMENSIONS OF THE BUILDING & UNITS
AS SHOWN ON THESE FLOOR PLANS MAY
VARY AS CONSTRUCTED.

SCALE
0 5 10
1" = 10 FEET

PLAN 150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM BUILDING PLANS		SECTION 6 TOWN 2 NORTH, RANGE 6 EAST CITY OF DEXTER WASH-HEWAW COUNTY, MICHIGAN		 ATWELL 248.552.4700 www.atwell-greg.com 180 DOW ROAD, SUITE 210 DEXTER, MI 48131 2-14-17 200		311 CALL 311 FOR CITY OF DEXTER 150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM BUILDING PLANS WASH-HEWAW COUNTY, MICHIGAN 248.552.4700 180 DOW ROAD, SUITE 210 DEXTER, MI 48131 2-14-17 200	
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BUILDING SECTION A-A
SCALE: 1"=10'

LEGEND

- UNIT OWNERSHIP
- UNITED COMMON ELEMENT - RESIDENTIAL
- UNITED COMMON ELEMENT - COMMERCIAL
- GENERAL COMMON ELEMENT

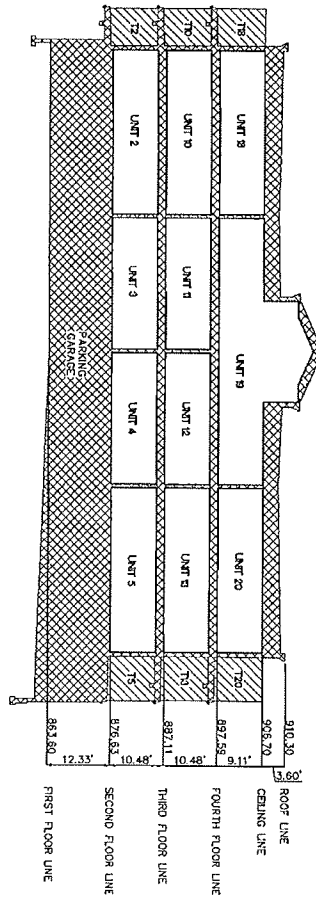
1" = 10 FEET
0 5 10
SCALE



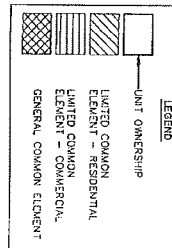
PROPOSED DATED - JUNE 28, 2018
MICHAEL D. ENGBRECHT
LICENSED PROFESSIONAL SURVEYOR NO. 56860
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

BUILDING SECTION PLANS
150 JEFFORDS CONDOMINIUM

10	150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM BUILDING SECTION PLANS DATE: 10/6/2017 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: AS SHOWN SHEET NO. 10 OF 12	SECTION 6 TOWN 2 NORTH, RANGE 5 EAST CITY OF DEXTER WASHINGTON COUNTY, MICHIGAN	 ATWELL 25555 WOODLAND AVE. SUITE 100 FARMINGTON HILLS, MI 48334 (248) 853-1111 www.atwellinc.com	<p>NOTES:</p> <ol style="list-style-type: none"> 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MICHIGAN BUILDING CODE AND ALL APPLICABLE ORDINANCES. 2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS. 3. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION PROVIDED BY THE OWNER OR ANY OTHER PARTY. 4. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. 5. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT. 6. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF THE PROJECT. 7. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE PROJECT. 8. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ENVIRONMENTAL IMPACT OF THE PROJECT. 9. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE SOCIAL IMPACT OF THE PROJECT. 10. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ECONOMIC IMPACT OF THE PROJECT.
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BUILDING SECTION B-B
SCALE: 1"=10'



PROPOSED DATED - JUNE 28, 2018
Michael D. Dierke
MICHAEL D. DIERKE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC SQUARE SUITE 700
SOUTHFIELD, MI 48075
(248) 447-2000

BUILDING SECTION PLANS
150 JEFFORDS CONDOMINIUM

11	<p>CLIENT: 150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM</p> <p>DATE: 10/8/2017</p> <p>PROJECT: BUILDING SECTION PLANS</p>	<p>SECTION 8</p> <p>TOWN 2 NORTH, RANGE 5 EAST</p> <p>CITY OF BEXTER</p> <p>WASHTENAW COUNTY, MICHIGAN</p>	<p>ATWELL</p> <p>REGISTERED PROFESSIONAL ARCHITECT</p> <p>150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM SOUTHFIELD, MI 48075 (248) 447-2000</p>	<p>Scale: 1" = 10 Feet</p> <p>North Arrow</p> <p>Legend</p> <p>UNIT OWNERSHIP</p> <p>LIMITED COMMON ELEMENT - RESIDENTIAL</p> <p>LIMITED COMMON ELEMENT - COMMERCIAL</p> <p>GENERAL COMMON ELEMENT</p>
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(2)

FIRST AMENDMENT TO MASTER DEED OF 150 JEFFORDS CONDOMINIUM

This First Amendment to Master Deed ("Amendment") is made on Oct. 8, 2018 by 150 Jeffords, LLC, a Michigan limited liability company ("Developer") whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established 150 Jeffords Condominium as a Michigan condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on July 2, 2018 in Liber 5263, Page 659, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 670 ("Master Deed").

B. Developer has reserved the right to amend the Master Deed pursuant to Article 7 of the Master Deed.

C. Pursuant to the provisions of the Master Deed and the Act, Developer wishes to amend the Master Deed as set forth in this Amendment to clarify certain provisions of the Master Deed.

AMENDMENT

The Master Deed is amended as follows:

1. **Amendment to Section 3.18 of Master Deed.** Section 3.18 of the Master Deed is amended to read as follows:

"Section 3.18 Unit or Condominium Unit, Business Unit. "Unit" or "Condominium Unit" each means a single Unit in 150 Jeffords Condominium as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Units 23 and 24 are Business Units which may be used for business purposes consistent with the PUD Agreement and the Condominium Documents, and Units 1 through 22 are Residential

(22)

Units and shall be used for residential purposes only. Specific Business Unit use restrictions are set forth in Master Deed Sections 4.5, 6.2, and 6.3, and Bylaws Article 6."

2. **Amendment to Section 9.1 of Master Deed.** The first sentence of Section 9.1 of the Master Deed is deleted and the following substituted in its place:

"Consistent with the terms of the PUD Agreement, the use of Units 23 and 24 may be changed from business use to residential use."

3. **Effect of Amendment.** The Master Deed as amended continues in full force and effect. The terms of this Amendment shall supersede any contrary provisions in the Master Deed. Undefined terms in this Amendment shall have the meanings set forth in the Master Deed. The terms of this Amendment shall run with the land and shall be binding upon the owners, mortgagees and occupants of the Condominium and their respective transferees, successors and assigns.

Dated: Oct. 8, 2018

150 JEFFORDS, LLC, a Michigan limited liability company

By: _____

Natalie Ceccolini

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 8th day of October, 2018, the foregoing First Amendment to Master Deed was acknowledged before me by Natalie Ceccolini, the Manager of 150 Jeffords, LLC, a Michigan limited liability company, on behalf of said company.

Sandra Sorini Elser
Sandra Sorini Elser Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 9.9.22

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
✓ BODMAN PLC
201 South Division, Suite 400
Ann Arbor, Michigan 48104
(734) 761-3780



(5)
30-

SECOND AMENDMENT TO MASTER DEED OF 150 JEFFORDS CONDOMINIUM

This Second First Amendment to Master Deed ("Amendment") is made on 2/13/ 2020 by 150 Jeffords, LLC, a Michigan limited liability company ("Developer") whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established 150 Jeffords Condominium as a Michigan condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on July 2, 2018 in Liber 5263, Page 659, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 670 as amended by First Amendment to Master Deed recorded October 11, 2018 in Liber 5277, Page 50, Washtenaw County Records ("Master Deed").

B. Developer has reserved the right to amend the Master Deed pursuant to Article 7 of the Master Deed.

C. Pursuant to the provisions of the Master Deed and the Act, Developer wishes to amend the Master Deed as set forth in this Amendment to clarify certain provisions of the Master Deed.

AMENDMENT

The Master Deed is amended as follows:

1. **Replat No. 1.** Exhibit B to the Master Deed is amended to substitute and incorporate new and revised sheets 1, 5 and 6 attached to this Amendment as Exhibit B entitled "Replat No. 1 of Washtenaw County Condominium Subdivision Plan Number 664, Exhibit B to the Second Amendment to Master Deed of 150 Jeffords Condominium."

2. **Effect of Amendment.** The Master Deed as amended continues in full force and effect. The terms of this Amendment shall supersede any contrary provisions in the Master Deed. Undefined terms in this Amendment shall have the meanings set forth in the Master Deed. The terms of this Amendment shall run with the land and shall be binding upon the owners,



Time Submitted for Recording
Date 2-14-2020 Time 2:46pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

mortgagees and occupants of the Condominium and their respective transferees, successors and assigns.

Dated: 2/13, 2020

150 JEFFORDS, LLC, a Michigan limited liability company

By: [Signature]
Natalie Ceccolini
Its: Manager

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) ss.

On this 13th day of February, 2020, the foregoing Second ^{us} Amendment to Master Deed was acknowledged before me by Natalie Ceccolini, the Manager of 150 Jeffords, LLC, a Michigan limited liability company, on behalf of said company.

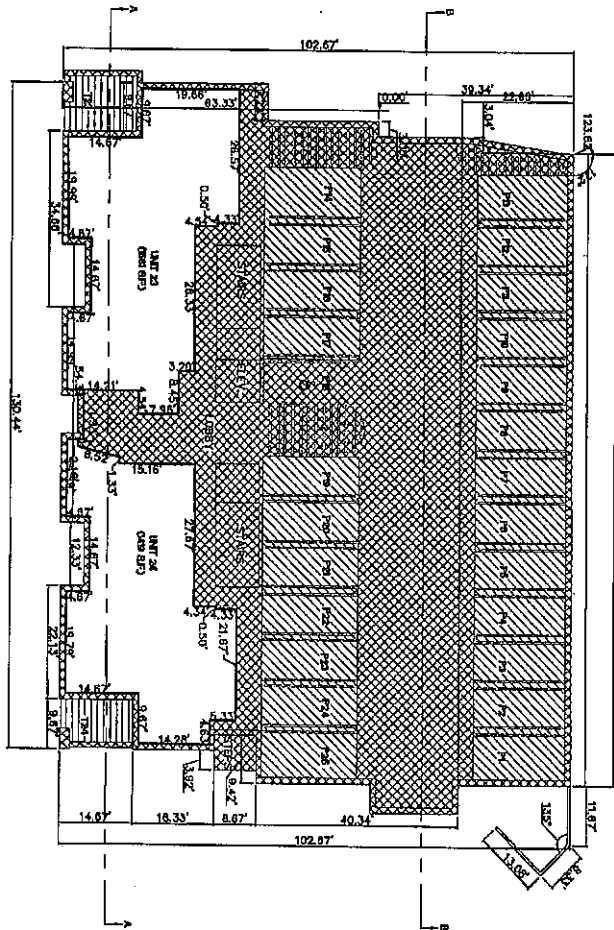
Karen I. Nebel
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires March 25, 2022
Acting in the County of Washtenaw

Karen I. Nebel
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 3-25-22

PREPARED BY AND WHEN
RECORDED RETURN TO:
Gregory Gamalski
BODMAN PLC
201 West Big Beaver
Suite 500
Troy, MI 48084

[illegible]

[illegible]



BUILDING LEVEL 1 FLOOR PLAN
SCALE: 1"=10'



PROPOSED DATED - JANUARY 22, 2020
MICHAEL D. EMBERG
REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 96860
ATWELL, LLC
370 TOWNE SQUARE, SUITE 700
ANN ARBOR, MI 48106
(248) 447-2000

BUILDING PLANS
150 JEFFORDS CONDOMINIUM

6

- NOTES:
1. FLOOR PLANS SHOWN ARE PROVIDED BY:
2. MEER ARCHITECTS, 4544 JACKSON ROAD,
SUITE 175, ANN ARBOR, MI

PARKING AND STORAGE TABLE	
UNIT NO.	PARKING SPACES, STORAGE SPACE
1	P8
2	P9
3	P10
4	P11
5	P12
6	P13
7	P14
8	P15
9	P16
10	P17
11	P18
12	P19
13	P20
14	P21
15	P22
16	P23
17	P24
18	P25
19	P26
20	P27
21	P28
22	P29
23	P30
24	P31
25	P32

LEGEND

- CONCRETE MONUMENT
- UNIT OWNERSHIP
- UNITED COMMON ELEMENT - RESIDENTIAL
- UNITED COMMON ELEMENT - COMMERCIAL
- GENERAL COMMON ELEMENT
- PARKING SPACE
- STORAGE AREA
- PRIVATE TERRACE
- TERRACE BELONGS TO

SCALE
1" = 10 FEET

150 JEFFORDS, LLC 150 JEFFORDS CONDOMINIUM BUILDING PLANS		SECTION 6 TOWN & HICKORY PARK & EAST CITY OF DEXTER WASHINGTON COUNTY, MISSOURI	 ATWELL ARCHITECTS 150 JEFFORDS CONDOMINIUM ANN ARBOR, MI 48106 (248) 447-2000	
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THIRD AMENDMENT TO MASTER DEED OF 150 JEFFORDS CONDOMINIUM

This Third Amendment to Master Deed ("Amendment") is made on June 7, 2022 by 150 Jeffords, LLC, a Michigan limited liability company ("Developer") whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established 150 Jeffords Condominium as a Michigan condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on July 2, 2018 in Liber 5263, Page 659, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 670 as amended by First Amendment to Master Deed recorded October 11, 2018 in Liber 5277, Page 50, Washtenaw County Records, and Second Amendment to Master Deed recorded February 14, 2020 in Liber 5342, Page 91, Washtenaw County Records (as amended, the "Master Deed").

B. Developer has reserved the right to amend the Master Deed and the Condominium Documents pursuant to Article 7 of the Master Deed.

C. Pursuant to the provisions of the Master Deed and the Act, Developer wishes to amend the Bylaws as set forth in this Amendment to clarify Section 6.11.1 of the Bylaws regarding leasing.

AMENDMENT

The Exhibit A Bylaws attached to the Master Deed are amended as follows:

1. **Section 6.11.1 Right to Lease.** The third sentence of Section 6.11.1 of the Bylaws is hereby amended to read as follows:


"Unit Owner shall not lease less than the Owner's entire Unit."

2. **Effect of Amendment.** The Master Deed as amended continues in full force and effect. The terms of this Amendment shall supersede any contrary provisions in the Master Deed and Condominium Documents. Undefined terms in this Amendment shall have the meanings set forth in the Master Deed and Condominium Documents. The terms of this Amendment shall run with the land and shall be binding upon the owners, mortgagees and occupants of the Condominium and their respective transferees, successors and assigns.

Dated: June 7, 2022

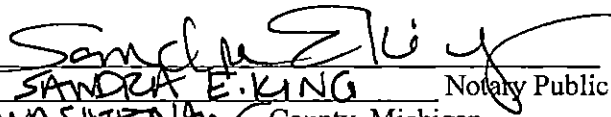
Time Submitted for Recording
Date 6-7 2022 Time 10:45 am
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

150 JEFFORDS, LLC, a Michigan limited liability company

By: 
Natalie Ceccolini
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 7 day of June, 2022, the foregoing Third Amendment to Master Deed was acknowledged before me by Natalie Ceccolini, the Manager of 150 Jeffords, LLC, a Michigan limited liability company, on behalf of said company.


SANDRA E. KING Notary Public
WASHTENAW County, Michigan
Acting in Washtenaw County
My Commission Expires: 8/8/2022

✓ **PREPARED BY AND WHEN
RECORDED RETURN TO:**
Alexandra E. Dieck
BODMAN PLC
201 S. Division St.
Suite 400
Ann Arbor, MI 48104

SANDRA E. KING
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 08/08/2022