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**GEORGETOWN OF ANN ARBOR CONDOMINIUM
ASSOCIATION DOCUMENTS**

MASTER DEED

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CONDOMINIUM SUBDIVISION PLAN – Exhibit B to the Master Deed

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Recorded March 13, 2002, at
Liber 4104, Pages 959 Through
1022, Washtenaw County
Records, Subdivision Plan No.
384

MASTER DEED

GEORGETOWN CONDOMINIUM OF ANN ARBOR

THIS MASTER DEED is made and executed on this 11TH day of March, 2002, by Georgetown Investments, LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 25505 West Twelve Mile Road, Suite 2600, Southfield, Michigan 48034, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Georgetown Condominium of Ann Arbor as a residential condominium project under the Act and declares that Georgetown Condominium of Ann Arbor shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and 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 be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Georgetown Condominium of Ann Arbor, Washtenaw County Condominium Subdivision Plan No. 384. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Part of Outlot C of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as commencing at the North corner of said Outlot C, said point being the intersection of the Southerly right-of-way of Page Avenue (60.00 feet wide) and the North corner of Lot 3 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence along the said Southerly right-of-way of Page Avenue the following two courses: 243.42 feet along the arc of a curve to the left (radius = 360.00 feet, central angle = $38^{\circ} 44' 27''$, chord = S. $55^{\circ} 21' 06''$ E., 238.81 feet), S. $74^{\circ} 42' 18''$ E., 168.37 feet to the point of beginning; thence continuing along said Southerly right-of-way of Page Avenue the following two courses: S. $74^{\circ} 42' 18''$ E., 8.25 feet and 150.76 feet along the arc of a curve to the right (radius = 245.00 feet, central angle = $35^{\circ} 15' 24''$, chord = S. $57^{\circ} 04' 36''$ E., 148.39 feet) to the North corner of Lot 9 of said Smokler Hutzal Subdivision; thence along the Northwesterly line of Lots 9 through 15 of said Smokler Hutzal Subdivision the following two courses: S. $50^{\circ} 33' 06''$ W., 359.90 feet and S. $22^{\circ} 05' 44''$ W., 163.73 feet; thence N. $35^{\circ} 10' 45''$ W., 405.10 feet; thence N. $54^{\circ} 42' 08''$ E., 311.31 feet; thence S. $35^{\circ} 18' 49''$ E., 158.36 feet; thence N. $54^{\circ} 25' 00''$ E., 111.11 feet; thence N. $14^{\circ} 40' 07''$ E., 17.35 feet to the point of beginning. Containing 127,236 square feet or 2.92 acres.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and 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 the Georgetown Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Georgetown Condominium of Ann Arbor. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 3.2 "Association" means the Georgetown of Ann Arbor Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.3 "Building" means each of the structures located within the Project, as identified on the Condominium Subdivision Plan. Each Building contains separate Condominium Units.

Section 3.4 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act, and which shall be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.5 "City" means the City of Ann Arbor, a municipal corporation.

Section 3.6 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.7 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.8 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Georgetown Condominium of Ann Arbor.

Section 3.9 "Condominium Project, Condominium or Project" are used synonymously to refer to Georgetown Condominium of Ann Arbor.

Section 3.10 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.11 "Consolidating Master Deed" means the final amended Master Deed which shall describe Georgetown Condominium of Ann Arbor as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, 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 that no Consolidating Master Deed need be recorded.

Section 3.12 "Co-owner" means an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 3.13 "Developer" means Georgetown Investments, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 "Development and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

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

Section 3.16 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.17 "Unit or Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Georgetown Condominium of Ann Arbor, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" is defined under the Act.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, decoration, repair and replacement, are as follows:

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

- (a) **Land.** The land designated in Exhibit B as General Common Elements
- (b) **Electrical.** The electrical transmission mains and wiring throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, together with common lighting for the Project.
- (c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.
- (d) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of entry to each Unit.

(e) **Gas**. The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.

(f) **Water**. The water distribution system throughout the Project, including water shut off valves and any portions of the water distribution system that are contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit. The Units that contain the water shut off valves are Units 2858, 2854, 2850, 2832, 2806, 2812, 2780 and 2790

(g) **Sanitary Sewer**. The sanitary sewer system throughout the Project, including any portions of the system that are contained within Unit walls, up to the point of connection with, but not including, plumbing and plumbing fixtures contained within any Unit.

(h) **Storm Water Drainage Facilities**. The surface water drainage system throughout the Project.

(i) **Roads and Parking Areas**. All roadways, curbs and medians, sidewalks, including the individual walkways to each Unit, and designated parking areas within the Project.

(j) **Landscaping**. All landscaping, berms, trees, plantings, and signage for the Project, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(k) **Fencing**. Any wall, fencing or similar structure, including privacy fences, located within the General or Limited Common Elements.

(l) **Easements**. All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(m) **Construction**. Foundations, supporting columns, Building perimeter walls and interior and exterior Building doors (excluding windows, doorwalls, and Unit entry doors), outside connecting walls, roofs (including those over porches), ceilings and floor construction between Units and Unit levels, and chimneys.

(n) **Garbage Dumpsters**. The garbage dumpsters, if any, which are owned by the City of Ann Arbor, and dumpster enclosures located throughout the Project, as depicted on Exhibit B. Developer reserves the right to remove the garbage dumpsters and require curb side pick up of the trash.

(o) **Concrete Sculptures**. The freestanding concrete sculptures located throughout the Project.

(p) **Other**. Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project, including, without limitation, any centralized trash disposal area and/or container, if any, which is designated by Developer as a General Common Element.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, 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.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) **Porches and Balconies.** Porches and balconies which are adjacent to a Unit are restricted for the use of the Co-owner of the applicable Unit, as shown on Exhibit B.

(b) **Air Conditioner Compressors.** Each air conditioner compressor and pad located outside each Building is restricted for the use of the Co-owner of the Unit which is serviced by such compressor.

(c) **Interior Surfaces.** The interior surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit, including, without limitation, any fixtures (lighting, plumbing, electrical, gas, telephone or otherwise) located within a Unit.

(d) **Windows, Doorwalls, and Unit Entry Doors.** Windows, doorwalls, and Unit entry doors shall be appurtenant as Limited Common Elements to the Units to which they are attached.

(e) **Carports.** A Unit may be assigned a carport, at Developer's discretion. However, not all Units will be assigned a carport. Such carports shall constitute Limited Common Elements, appurtenant to and restricted for the Co-owners of the Units which are assigned to such carports, as shown on Exhibit B, or any amendment thereto, or as otherwise determined by Developer.

(f) **Garage.** One or more Units may be assigned the use of the Garage located within the Condominium, at Developer's discretion. However, not all Units will be assigned the use of the Garage. If assigned, the Garage shall constitute a Limited Common Element, appurtenant to and restricted for the Co-owners of the Unit(s) to which it is assigned, as shown on Exhibit B, or any amendment thereto, or as otherwise determined by Developer.

(g) **Rear Yard Area.** The privacy area located adjacent to and at the rear of a Unit. The Rear Yard Area is restricted for the use and enjoyment of the Co-owner of the applicable Unit and within which a Co-owner may, with the consent of the Developer and the Association, install a concrete or brick paver patio and related landscaping. The Rear Yard Area shall extend ten (10) feet from the rear of each Unit and run its entire width.

(h) **Patios and Landscaping.** The Developer or any Co-owner may elect to construct a patio and/or install additional landscaping within the Rear Yard Area. Patios and landscaping which are adjacent to a Unit are restricted for the use of the Co-owner of the applicable Unit. In the event the Developer or a Co-owner constructs a patio and/or installs additional landscaping, the Co-owner of the Unit adjacent to the patio and/or landscaping shall be responsible for the maintenance of the patio and/or landscaping.

(i) **Storm Doors.** Storm doors are installed on the Unit(s). The storm doors shall be maintained, repaired and/or replaced by the Association. The cost of such maintenance, repair or replacement shall be borne by the Association, except where such maintenance, repair or replacement is caused by the Co-owner.

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

(a) **Front Entry Porches and Balconies.** The cost of maintaining, repairing and replacing any front entry porches and balconies shall be borne by the Association, including, without limitation, snow and ice removal.

(b) **Rear Yard Patios and Landscaping.** The Association shall maintain all Rear Yard Areas which have not been improved with patios or landscaping. The Co-owner shall be responsible for maintaining, repairing and/or replanting any patios and/or landscaping installed in such Co-owner's Rear Yard Area, regardless of whether such patios and/or landscaping were installed by Developer, the Association or the Co-owner.

(c) **Water Heaters and Furnaces.** The cost of maintaining, repairing and replacing a water heater and furnace shall be borne by the Co-owner of the Unit serviced by such water heater and furnace.

(d) **Air-Conditioner Compressors.** The cost of maintaining, repairing and replacing a Unit's air-conditioner compressor shall be borne by the Co-owner of the Unit serviced by such compressor.

(e) **Interior Maintenance.** The cost of decorating, maintaining, repairing and replacing all interior surfaces referenced in Section 4.2(c) above shall be borne by the Co-owner of the Unit containing such interior surfaces.

(f) **Windows, Doorwalls, and Unit Entry Doors.** The cost of maintaining, repairing and replacing all windows, doorwalls, and Unit entry doors referred to in Section 4.2(d) above shall be borne by the Association, except that the Co-owner of the Unit to which such windows and doorwalls are attached shall be responsible, at such Co-owner's cost and expense for maintaining and cleaning the glass and screens within such windows and doorwalls. The Association shall be responsible for repairing and replacing the glass and screens, except in cases where the damage thereto was caused by the abuse or neglect of the Co-owner.

(g) **Common Lighting.** Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting (other than porch lighting attached to Units) as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General

Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures (including exterior lights on Buildings), other than porch light fixtures, shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner shall be responsible for paying the electrical charges for porch lighting that is attached to such Co-owner's Unit and for replacing light bulbs within such fixtures. The size and nature of the bulbs to be used in all exterior lighting fixtures shall be determined by the Association in its discretion. Co-owner's porch lighting fixtures shall operate on photoelectric cells. The timers for such photo cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(h) Utility Services. All costs of electricity, cable television, gas and telephone shall be borne by the Co-owner of the Unit to which the services are furnished. All costs of water service provided to the Units and Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Article II of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.

(i) Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing and replacing the storm water drainage facilities within the Project.

(j) Private Roads and Parking Areas. The private roadways, curbs and medians, sidewalks and walkways, and parking areas within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the foregoing areas.

(k) Carports and Garage. The Association shall be responsible for maintaining, repairing and/or replacing the carports and the garage within the Project. In the event the carports and the garage are assigned to individual Units. The cost of maintaining, repairing and replacing the carports and the garage shall be borne by the Association, except in cases where the repair or replacement are caused by the Co-owner, in which event, the Co-owner shall be separately assessed for the cost of such repair or replacement. The Co-owner of any Unit to which the carport or garage is assigned shall be subject to an additional assessment of Five and 00/100 (\$5.00) Dollars per month. The Association may, from time to time and in its sole discretion, increase the amount of such additional assessment.

(l) Fences. The cost of maintaining and repairing any privacy fences installed within the Common Elements shall be borne by the Association.

(m) **Storm Doors**. The cost of maintaining, repairing and/or replacing any storm door shall be borne by the Association, except in cases where the damage thereto was caused by the abuse or neglect of the Co-owner, in which event, the Co-owner shall be separately assessed for the cost of such repair or replacement.

(n) **General Common Elements; Other**. The costs of maintaining, repairing and replacing all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any express provisions to the contrary, which are set forth in the Bylaws.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, including, without limitation, basketball backboards and other recreational structures, without the prior written approval of Developer during the Development and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of all of the space contained within the finished unpainted walls and ceilings and above the finished subfloor, all as shown on the floor plans and sections on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

Section 5.3 Modification of Units. Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (including Co-owners and mortgagees) modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan or any recorded amendment or amendments thereof. Any such modifications by Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or Limited 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 5.3 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. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 6.1 Area of Future Development. The Condominium Project established pursuant to this Master Deed consists of forty-four (44) Units, and is intended to be part of an Expandable Condominium under the Act which will contain a maximum of eighty-three (83) Units. Additional Units, if any, will be constructed upon all or portions of the following described land:

Part of Outlot C of Smokler Hutzell Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the North corner of said Outlot C, said point being the intersection of the Southerly right-of-way of Page Avenue (60.00 feet wide) and the North corner of Lot 3 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence along the said Southerly right-of-way of Page Avenue the following two courses: 243.42 feet along the arc of a curve to the left (radius = 360.00 feet, central angle = $38^{\circ} 44' 27''$, chord = S. $55^{\circ} 21' 06''$ E., 238.81 feet), and S. $74^{\circ} 42' 18''$ E., 168.37 feet; thence S. $14^{\circ} 40' 07''$ W., 17.35 feet; thence S. $54^{\circ} 25' 00''$ W., 111.11 feet; thence N. $35^{\circ} 18' 49''$ W., 158.36 feet; thence S. $54^{\circ} 42' 08''$ W., 311.31 feet; thence N. $35^{\circ} 10' 45''$ W., 216.18 feet to the point on the Southeasterly line of Lot 6 of said Pine Valley Estates Subdivision; thence along the Southeasterly line of Lots 6 through 3 of said Pine Valley Estates Subdivision N. $56^{\circ} 39' 20''$ E., 246.67 feet to the point of beginning. Containing 67,741 square feet or 1.56 acres. Subject to all lawful easements, restrictions, rights-of-way of record and all governmental limitations.

Together with:

Outlot B of Smokler Hutzell Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Record.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the West corner of said Outlot B, said point being the intersection of the Northerly right-of-way of Page Avenue (60.00 feet wide) and the South corner of Lot 2 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence N. $56^{\circ} 39' 20''$ E., 329.82 feet along the Southeasterly line of Lots 2 and 92 of said Pine Valley Estates Subdivision; thence S. $32^{\circ} 00' 00''$ E., 180.00 feet; thence

S. 56° 39' 20" W., 90.00 feet; thence S. 05° 00' 00" W., 124.25 feet to a point on the Northerly right-of-way of said Page Avenue; thence continuing along said Northerly right-of-way the following two courses N. 74° 42' 18" W., 127.42 feet and 200.05 feet along the arc of a curve to the right (radius = 300.00 feet, central angle = 38° 12' 25", chord = N. 55° 35' 02" W., 196.37 feet to the point of beginning). Containing 62,460 square feet or 1.43 acres. Subject to all lawful easements, restrictions, rights-of-way of record and all governmental limitations.

(the above-described land is sometimes referred to as the "Area of Future Development").

Section 6.2 Increase in Number of Units. Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the Area of Future Development. The location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion.

The Area of Future Development currently contains a building that is used as a clubhouse. Developer may convert the clubhouse building to one (1) Unit. If Developer elects, in its sole discretion, not to convert the clubhouse building to a Unit, Developer may nonetheless elect to expand the Condominium Project to include the Area of Future Development, in which event the clubhouse shall be General Common Element, to be maintained, repaired and replaced by the Association. If the foregoing occurs, the Association shall be responsible for the maintenance, repair and replacement of the clubhouse and Co-owners shall be assessed for the cost thereof. Unless and until the clubhouse is incorporated in the Project and designated as a General Common Element, Co-owners shall not be assessed for the cost of maintaining, repairing and/or replacing such clubhouse

Section 6.3 Expansion Not Mandatory. Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Area of Future Development as a rental development, a separate condominium project or projects or any other form of development. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value. The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or

Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6.6 Consolidating Master Deed. If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons. 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 all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of forty-four (44) Units on the land described in Article II hereof. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof, including portions of the Project labeled on Exhibit B as "must be built". Developer reserves the right to use all or a portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project or projects, or any other form of development or retain some as vacant land. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by Developer in its sole judgment, but in no event shall the number of Units be less than three (3).

Section 7.2 Amendment of Master Deed. Any contraction in size of this Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V,

in order to reflect the total value of 100% for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.3 Redefinition of Common Elements Any amendments to the Master Deed pursuant to Section 7.2 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, save and provide access to the Units in the Condominium Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways, sidewalks, and walkways that may be located on, or planned for the area which is withdrawn for the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways, sidewalks, and walkways located in the Project.

Section 7.4 Consent of Interested Parties All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determined are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all of any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

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 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 8.1 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 Development and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited 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 further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 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 or some Units to reflect the Unit modifications or Limited 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 8.1 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 Section 10.1 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 8.2 Consolidation or Relocation of Units. During the Development and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. 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 Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) 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 8.2, 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 8.3 Limited Common Elements.

(a) Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

(b) **Installation of Additional Carports.** Developer reserves the right (but not the obligation) to construct additional carports within the General Common Element parking areas which are identified on Exhibit B. The decision to construct additional

carports within the Project shall be made by Developer, in its sole discretion, during the Development and Sales Period. If Developer decides to construct additional carports, Developer shall have the right to designate the size, type, color, and materials used in the construction, of such additional carports. If additional carports are installed, they may be assigned to Units as designated by Developer. Each additional carport in the Project, when, and if installed, shall constitute a General Common Element, unless assigned to a Unit by Developer, in which case, such carport shall constitute a Limited Common Element appurtenant to and restricted for the use of the Co-owner of the Unit which is assigned to such carport, as shown on any amendment to Exhibit B or as otherwise determined by Developer. In the event additional carports are installed within the Project, in order to accommodate for such installation, the total number of parking spaces within the Project may be reduced. However, in no event will the total number of available parking spaces (including carport spaces) throughout the Project be less one hundred twenty-one (121).

(c) **Installation of Privacy Fences**. The Developer reserves the right (but shall not be obligated) to install privacy fences separating the Rear Yard Areas. If installed, the privacy fences shall be constructed with wolmanized lumber. The Association shall be responsible for the maintenance and repair of privacy fences, which shall be designated as Limited Common Elements. In the event the Developer does not install privacy fences on any Unit(s), the Co-owner may, with the consent of the Developer and the Association, install a privacy fence, within the Rear Yard Area.

(d) **Installation of Patios and Landscaping**. The Developer reserves the right (but shall not be obligated) to install a patio and/or additional landscaping within the Rear Yard Area. The patio shall be made of concrete or brick paver. In the event the Developer does not install a patio and/or additional landscaping, the Co-owner may, with the prior written consent of the Developer and the Association, install a patio and/or additional landscaping within the Rear Yard Area. The Co-owner shall be responsible for the maintenance and repair of the patio and/or any landscaping installed within the Rear Yard Area, including snow and ice removal.

(e) **Amendment of Master Deed and Subdivision Plan**. The exercise of any of Developer's rights under this Section 8.3 with respect to any Limited Common Element area shall be effective upon the recordation of one of more amendments to this Master Deed in a form satisfactory to Developer, in its sole discretion. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Section 8.3, if any, and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 8.4 Right to Construct Amenities Developer reserves the right to construct and/or remove various amenities, including, by way of example, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively

referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE IX

EASEMENTS

Section 9.1 Easement For Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and restoration of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 9.2 Easements Retained by Developer.

(a) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, operate, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, water, sanitary sewer, gas, telephone, electrical, and telecommunications improvements, for the purpose of servicing any portion of the Area of Future Development and/or any portion of the Project which is withdrawn in accordance with Article VII above. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, sidewalks, water mains, sanitary sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter

interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, an easement and right of use over all roadways and walkways in the Condominium Project, for the purpose of providing vehicular and pedestrian access to and from the Area of Future Development to the public roads which are adjacent to the Project.

Section 9.3 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 Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Development and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

Section 9.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to maintain, repair and/or replace any water shut off valve and/or to inspect the improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and thereafter by the Association.

Section 9.5 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act 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 any telecommunications related equipment or improvements 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. Notwithstanding the foregoing, Developer shall be entitled to receive a fee for such service during the Development and Sales Period.

Section 9.6 Reciprocal Easements. In the event any portion of the Project is withdrawn in accordance with Article VII above, Developer reserves for the Co-owners and the owners/tenants of the buildings contained within the area withdrawn, their respective licensees, invitees, visitors and guests, permanent and non-exclusive reciprocal easements over, under, across and through the roadways, sidewalks, water mains, sanitary sewers, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, for the purpose of: (i) providing common vehicular and pedestrian ingress and egress to and from the Condominium Premises, the area withdrawn, and the public road which serves the Condominium Premises; (ii) operating, maintaining, repairing, and replacing the common storm drainage system which accommodates the discharge and runoff of storm drainage from the Condominium Premises and the area withdrawn; and (iii) operating, maintaining, repairing, and replacing the public and private utilities which service the Condominium Premises. The Association shall be responsible for the maintenance, repair and replacement of the roadways, sidewalks, water mains, sanitary sewers, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, which shall be expenses of the Association for administering the Project.

Section 9.7 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the City, any private or public school system, and any emergency service agency, an easement over all roadways in the Condominium for use by the City, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

Section 9.8 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.9 Termination of Easements. Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE X

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 10.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed or Bylaws.

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 Change in Value of Vote, and Percentages of Value The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Article VI, Article VII or Article VIII of this Master Deed.

Section 10.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General

Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners.

Section 10.6 Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer. If the Association amends the Condominium Documents on its own initiative, with Developer approval, the Association shall pay for the cost of amending such Condominium Document(s), including reasonable attorneys' fees.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

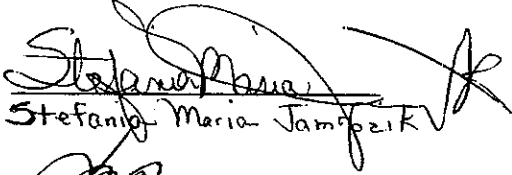
Developer, its successors and assigns, agents and employees may maintain offices within Units, and parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XII

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 and assumed by any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Washtenaw County Register of Deeds.

WITNESSES:


Stefania Maria Jampzik

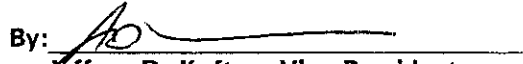

JOHN A. BERTIN

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Georgetown Investments, LLC,
a Michigan limited liability company

By: Kaftan Enterprises, Inc., a Michigan
corporation

Its: Managing Member

By: 
Jeffrey D. Kaftan, Vice President

The foregoing instrument was acknowledged before me this 11th day of MARCH,
2002 by Jeffrey D. Kaftan, the Vice-President of Kaftan Enterprises, Inc., a Michigan corporation, as
the Managing Member of Georgetown Investments, LLC, a Michigan limited liability company, on behalf
of said company.


JOHN A. BERTIN, Notary Public

JOHN A. BERTIN
Notary Public, Oakland County, MI
My Commission Expires July 17, 2005

DRAFTED BY WHEN RECORDED RETURN TO:
Michael W. Benoit, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620



Copy -

FIRST AMENDMENT TO MASTER DEED

GEORGETOWN CONDOMINIUM OF ANN ARBOR

THIS FIRST AMENDMENT TO MASTER DEED ("First Amendment") is made and executed on this 12th day of December, 2002, by **Georgetown Investments, LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 25505 West Twelve Mile Road, Suite 2600, Southfield, Michigan 48034, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS:

A. Developer established Georgetown Condominium of Ann Arbor (the "Condominium Project") as a condominium project pursuant to a Master Deed recorded on March 13, 2002, in Liber 4104, Pages 959 through 1022, inclusive, Washtenaw County Records; Washtenaw County Condominium Subdivision Plan No. 384 (the "Master Deed"). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning given to such terms in the Master Deed.

B. Pursuant to the authority reserved to Developer under Section 6.4 and Section 7.2 of the Master Deed, and under Section 90(1) and Section 48 of the Act, Developer desires to amend the Master Deed (including the Condominium Subdivision Plan attached thereto as Exhibit B) for the purpose of adding land from the Area of Future Development to the Condominium Project and adding Units 45 through 83 to the Project.

NOW, THEREFORE, Developer, by recording this First Amendment, hereby amends the Master Deed and Condominium Subdivision Plan as follows:

ARTICLE I

PROPERTY ADDED BY THIS FIRST AMENDMENT

Pursuant to the authority reserved by the Developer in Article VI of the Master Deed, additional land that is added to the Condominium Project by this First Amendment is legally described as follows:

Part of Outlot C of Smokler Hutzell Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast ¼ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the North corner of said Outlot C, said point being the intersection of the Southerly right-of-way of Page Avenue (60.00 feet wide) and the North corner of Lot 3 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence along the said Southerly right-of-way of Page

Avenue the following two courses: 243.42 feet along the arc of a curve to the left (radius = 360.00 feet, central angle = 38° 44' 27", chord = S 55° 21' 06" E., 238.81 feet), and S 74° 42' 18" E., 168.37 feet; thence S 14° 40' 07" W., 17.35 feet; thence S 54° 25' 00" W., 111.11 feet; thence N 35° 18' 49" W., 158.36 feet; thence S 54° 42' 08" W., 311.31 feet; thence N 35° 10' 45" W., 216.18 feet to the point on the Southeasterly line of Lot 6 of said Pine Valley Estates Subdivision; thence along the Southeasterly line of Lots 6 through 3 of said Pine Valley Estates Subdivision N 56° 39' 20" E., 246.67 feet to the point of beginning. Containing 67,741 square feet or 1.56 acres. Subject to all lawful easements, restrictions, rights-of-way of record and all governmental limitations.

Together with:

Outlot B of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Record.

Part of the Southeast ¼ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the West corner of said Outlot B, said point being the intersection of the Northerly right-of-way of Page Avenue (60.00 feet wide) and the South corner of Lot 2 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence N 56° 39' 20" E., 329.82 feet along the Southeasterly line of Lots 2 and 92 of said Pine Valley Estates Subdivision; thence S 32° 00' 00" E., 180.00 feet; thence S 56° 39' 20" W., 90.00 feet; thence S 05° 00' 00" W., 124.25 feet to a point on the Northerly right-of-way of said Page Avenue; thence continuing along said Northerly right-of-way the following two courses N 74° 42' 18" W., 127.42 feet and 200.05 feet along the arc of a curve to the right (radius = 300.00 feet, central angle = 38° 12' 25", chord = N 55° 35' 02" W., 196.37 feet to the point of beginning). Containing 62,460 square feet or 1.43 acres. Subject to all lawful easements, restrictions, rights-of-way of record and all governmental limitations.

ARTICLE II

LEGAL DESCRIPTIONS

Article II of the Master Deed is amended in its entirety to provide as follows:

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

Outlot B of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast ¼ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the West corner of said Outlot B, said point being the intersection of the Northerly right-of-way of Page Avenue (60.00 feet wide) and the South corner of Lot 2 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence N 56° 39' 20" E., 329.82 feet along the Southeasterly line of Lots 2 and 92 of said Pine Valley Estates Subdivision; thence S 32° 00' 00" E., 180.00 feet; thence S 56° 39' 20" W., 90.00 feet; thence S 05° 00' 00" W., 124.25 feet to a point on the Northerly right-of-way of said Page Avenue; thence continuing along said Northerly right-of-way the following two courses N 74° 42' 18" W., 127.42 feet and 200.05 feet along the arc of a curve to the right (radius = 300.00 feet, central angle = 38° 12' 25", chord = N 55° 35' 02" W., 196.37 feet to the point of beginning). Containing 62,460 square feet or 1.43 acres.

together with

Outlot C of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the North corner of said Outlot C, said point being the intersection of the Southerly right-of-way of Page Avenue (60.00 feet wide) and the North corner of Lot 3 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence along the said Southerly right-of-way of Page Avenue the following three courses: 243.42 feet along the arc of a curve to the left (radius = 360.00 feet, central angle = $38^{\circ} 44' 27''$, chord = S. $55^{\circ} 21' 06''$ E., 238.81 feet), S. $74^{\circ} 42' 18''$ E., 176.62 feet, and 150.76 feet along the arc of a curve to the right (radius = 245.00 feet, central angle = $35^{\circ} 15' 24''$, chord = S. $57^{\circ} 04' 36''$ E., 148.39 feet) to the North corner of Lot 9 of said Smokler Hutzal Subdivision; thence along the Northwesterly line of Lots 9 through 15 of said Smokler Hutzal Subdivision the following two courses: S $50^{\circ} 33' 06''$ W., 359.90 feet and S. $22^{\circ} 05' 44''$ W., 163.73 feet; thence N. $35^{\circ} 10' 45''$ W., 621.28 feet to the point on the Southeasterly line of Lot 6 of said Pine Valley Estates Subdivision; thence along the Southeasterly line of Lots 6 through 3 of said Pine Valley Estates Subdivision N $56^{\circ} 39' 20''$ E., 246.67 feet to the point of beginning. Containing 194,977 square feet or 4.48 acres.

Section 6.1 of the Master Deed shall be removed in its entirety.

ARTICLE III

ADDITION OF UNITS

Pursuant to the authority reserved by Developer in Article VI of the Master Deed, Developer hereby increases the number of Units in the Condominium Project by adding Units 45 through 83, inclusive from the Area of Future Development. The modified size, boundaries and configuration of the Condominium Project and the additional Units are delineated on the attached Exhibit B.

ARTICLE IV

PERCENTAGE OF VALUE

The percentage of value for each Unit shall continue to be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project, with additional Units 45 through 83, inclusive, and concluding that there are no material differences among the Units where the allocation of percentage of value is concerned.

ARTICLE V

CONDOMINIUM SUBDIVISION PLAN

Sheets 1 through 12, inclusive, of Washtenaw County Subdivision Plan 384, attached hereto, shall, upon the recording of this First Amendment with the Washtenaw County Register of Deeds, replace and supersede all Sheets of Washtenaw County Subdivision Plan 384. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan recorded on March 13, 2002, in Liber 4104, Pages 959 through 1022, inclusive, Washtenaw County Records.

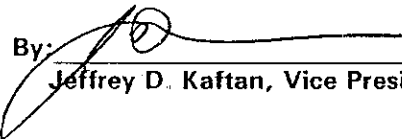
ARTICLE VI
RATIFICATION

Except as provided in this First Amendment, the original Master Deed of Georgetown Condominium of Ann Arbor, as amended, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, as amended, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this First Amendment and the provisions of the Master Deed, as amended, including the exhibits thereto, the provisions of this First Amendment shall control.

GEORGETOWN INVESTMENTS, LLC,
a Michigan limited liability company

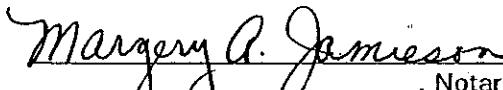
By: Kaftan Enterprises, Inc., a Michigan
corporation

Its: Managing Member

By: 
Jeffrey D. Kaftan, Vice President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12 day of December, 2002 by Jeffrey D. Kaftan, the Vice-President of Kaftan Enterprises, Inc., a Michigan corporation, as the Managing Member of Georgetown Investments, LLC, a Michigan limited liability company, on behalf of said company.


_____, Notary Public
MARGERY A. JAMIESON
Notary Public, MI
My Comm. Expires Nov. 25, 2004
Oakland County

DRAFTED BY WHEN RECORDED RETURN TO:
Michael W. Benoit, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620

MARGERY A. JAMIESON
Notary Public, MI
My Comm. Expires Nov. 25, 2004
Oakland County

MARGERY A. JAMIESON
Notary Public, Wayne County, MI
My Comm. Expires Nov. 25, 2004
Oakland County

MARGERY A. JAMIESON.
NOTARY PUBLIC, WAYNE CO. MI
MY COMM. EXPIRES NOV. 25, 2004
ACTING IN OAKLAND CO. MI

EXHIBIT A
LEGAL DESCRIPTION

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

Outlot B of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the West corner of said Outlot B, said point being the intersection of the Northerly right-of-way of Page Avenue (60.00 feet wide) and the South corner of Lot 2 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence N. $56^{\circ} 39' 20''$ E., 329.82 feet along the Southeasterly line of Lots 2 and 92 of said Pine Valley Estates Subdivision; thence S. $32^{\circ} 00' 00''$ E., 180.00 feet; thence S. $56^{\circ} 39' 20''$ W., 90.00 feet; thence S. $05^{\circ} 00' 00''$ W., 124.25 feet to a point on the Northerly right-of-way of said Page Avenue; thence continuing along said Northerly right-of-way the following two courses N. $74^{\circ} 42' 18''$ W., 127.42 feet and 200.05 feet along the arc of a curve to the right (radius = 300.00 feet, central angle = $38^{\circ} 12' 25''$, chord = N. $55^{\circ} 35' 02''$ W., 196.37 feet to the point of beginning). Containing 62,460 square feet or 1.43 acres.

together with

Outlot C of Smokler Hutzal Subdivision as recorded in Liber 17 Pages 41-43, Washtenaw County Records.

Part of the Southeast $\frac{1}{4}$ of Section 4, Town 3 South, Range 6 East, City of Ann Arbor, Washtenaw County, Michigan, being more particularly described as beginning at the North corner of said Outlot C, said point being the intersection of the Southerly right-of-way of Page Avenue (60.00 feet wide) and the North corner of Lot 3 of Pine Valley Estates Subdivision as recorded in Liber 17 Page 8, Washtenaw County Records; thence along the said Southerly right-of-way of Page Avenue the following three courses: 243.42 feet along the arc of a curve to the left (radius = 360.00 feet, central angle = $38^{\circ} 44' 27''$, chord = S. $55^{\circ} 21' 06''$ E., 238.81 feet), S. $74^{\circ} 42' 18''$ E., 176.62 feet, and 150.76 feet along the arc of a curve to the right (radius = 245.00 feet, central angle = $35^{\circ} 15' 24''$, chord = S. $57^{\circ} 04' 36''$ E., 148.39 feet) to the North corner of Lot 9 of said Smokler Hutzal Subdivision; thence along the Northwesterly line of Lots 9 through 15 of said Smokler Hutzal Subdivision the following two courses: S. $50^{\circ} 33' 06''$ W., 359.90 feet and S. $22^{\circ} 05' 44''$ W., 163.73 feet; thence N. $35^{\circ} 10' 45''$ W., 621.28 feet to the point on the Southeasterly line of Lot 6 of said Pine Valley Estates Subdivision; thence along the Southeasterly line of Lots 6 through 3 of said Pine Valley Estates Subdivision N. $56^{\circ} 39' 20''$ E., 246.67 feet to the point of beginning. Containing 194,977 square feet or 4.48 acres.

Parcel Identification No.: 12-04-404-011



Peggy M Haines, Washtenaw CONS 5383643

-Copy

**CONSENT TO RECORDING OF FIRST AMENDMENT TO MASTER DEED
GEORGETOWN CONDOMINIUM OF ANN ARBOR**

Standard Federal Bank (the "Bank"), has a mortgagee's interest in the real property and related improvements located in the City of Ann Arbor, Washtenaw County, Michigan, being more particularly described on Exhibit A attached hereto (the "Property"); and

Georgetown Investments, LLC, a Michigan limited liability company ("Developer"), is the owner of the Property. Developer has established the Property as a condominium project, known as Georgetown Condominium of Ann Arbor ("Georgetown"), pursuant to a Master Deed which has been recorded on March 13, 2002 in Liber 4104, Pages 959 through, 1022, inclusive, Washtenaw County Records; Washtenaw County Condominium Subdivision Plan No. 384 (the "Master Deed"); and

The Bank hereby consents to the recording of the First Amendment to Master Deed of Georgetown. By giving its consent to the recording of the First Amendment to Master Deed of Georgetown, the Bank does not assume and shall not be liable and/or responsible for any of the obligations and/or liabilities of Developer therein. This Consent is given in conformance with the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended)

Dated this 18 day of December, 2002.

WITNESSED:

STANDARD FEDERAL BANK

Joyce Haines

JOYCE HAINES
Judith Chase

JUDITH CHASE

By: _____
Sarah C. Malys
Its: ~~Assistant~~ Vice President

Sarah Malys

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 18 day of December, 2002, before me a Notary Public, in and for said County, appeared Sarah C. Malys, ~~Assistant~~ Vice President of Standard Federal Bank, to me personally known, who being by me duly sworn, did execute the within instrument

Nancy M. Girard

Nancy M. Girard Notary Public

DRAFTED BY AND WHEN RECORDED RETURN TO:
Michael W. Benoit, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, MI 48075

Expires June 28, 2006

NANCY M. GIRARD
Notary Public, Macomb County, Michigan
Acting in Oakland County, MI
My Commission Expires June 28, 2006



OFFICIAL SEAL

03/06/09

L-4720 P-197

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 30



12:28 P
03/06/09

L-4720 P-197

ACS-5886880-ADM-2003-30
Lawrence Kestenbaum, Washtenaw

RECEIVED APR X 6 2009

Time Submitted for Recording
Date 3-6 20 of Time 12:24 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

SECOND AMENDMENT TO MASTER DEED

OF

GEORGETOWN CONDOMINIUM OF ANN ARBOR

WHEREAS, Georgetown Condominium of Ann Arbor was established as a residential condominium project in the City of Ann Arbor, County of Washtenaw, State of Michigan, by the recording of a Master Deed on March 13, 2002, in Liber 4104, Pages 959-~~1022~~⁴⁰²², Washtenaw County Records and designated as Washtenaw County Condominium Subdivision Plan No. 384; and,

WHEREAS, a First Amendment to Master Deed was recorded on December 19, 2002 in Liber 4197 Page 504 et seq.; and,

WHEREAS, Georgetown Condominium of Ann Arbor is administered by Georgetown of Ann Arbor Condominium Association, the Michigan non-profit corporation designated to administer the affairs of the project pursuant to said Master Deed; and,

WHEREAS, amendments to the Master Deed and Condominium Bylaws were duly proposed, adopted and approved by the requisite majority of the co-owners and their first mortgagees on February 9, 2009, in accordance with MCL 559.190 and 559.190a for the purposes of shifting and clarifying certain duty allocations as between the Association and the co-owners and to generally update the Condominium Bylaws;

NOW, THEREFORE, the Master Deed, Article IV Section 4.3 (f) and (m) are hereby amended to read as follows:

(f) Each co-owner shall have the duty to maintain, repair and replace all windows, doors, screens and door walls (including all locks, hinges, frames and mechanisms) in or serving their Unit at their sole expense and in accordance with such standards as the Board of Directors shall establish from time to time.

(m) Each co-owner shall have the duty to maintain, repair and replace all storm doors (including all locks, hinges, frames and mechanisms) in or serving their Unit at their sole expense and in accordance with such standards as the Board of Directors shall establish from time to time.

Additionally, the attached Amended and Restated Condominium Bylaws (Exhibit A to the Master Deed) supersede and replace the original Condominium Bylaws and any amendments to that document adopted prior to the date of this amendment.

This document ~~was~~ ^{was} executed the 16th day of February, 2009.

In all other respects the Master Deed and the Condominium Bylaws are hereby ratified re-declared and affirmed.

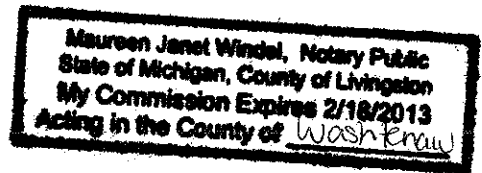
GEORGETOWN OF ANN ARBOR CONDOMINIUM ASSOCIATION

By: Jeanne Horvath
Jeanne Horvath, President

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing Second Amendment to Master Deed of Georgetown Condominium of Ann Arbor was acknowledged before me, a notary public on the 16th day of February, 2009, by Jean Horvath, known to me to be the President of Georgetown of Ann Arbor Condominium Association, a Michigan non-profit corporation, who acknowledged and certified that the foregoing amendment was duly approved by affirmative vote of the co-owners of the Association and their first mortgagees and that she has executed this Second Amendment to Master Deed as her own free act and deed on behalf of the Association.

Maureen Janet Windel
~~Maureen Windel~~ , Notary Public
Livingston County, Michigan
My commission expires: 2-18-2013
Acting in the County of Washtenaw



DRAFTED BY AND WHEN RECORDED
RETURN TO:
D. DOUGLAS ALEXANDER (P29010) ✓
ALEXANDER, ZELMANSKI & LEE, PLLC
44670 ANN ARBOR RD., STE. 170
PLYMOUTH, MI 48170

GEORGETOWN OF ANN ARBOR

AMENDED AND RESTATED CONDOMINIUM BYLAWS

(EXHIBIT "A" TO THE MASTER DEED)

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association; Bylaws. Georgetown of Ann Arbor Condominium, a residential Condominium located in the City of Ann Arbor, County of Washtenaw, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Membership; Access to Condominium Documents. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

The Board of Directors 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, their mortgagees, 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 therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.



ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association pursuant to the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium. All sums received as the proceeds of, or pursuant to a 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 shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Annual Budget 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, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined. Further, in the absence of any annual budget or adjusted budget each Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

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 payments as set forth in Section 3 below rather than by additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the 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 the liability of any Co-owner for any existing or future assessments.

(b) **Deficiency Assessments.** If the Board of Directors at any time determines, in its sole discretion that the assessments levied are or may prove to be deficient:

(1) to pay the costs of operation, management, maintenance, insurance and/or repair of the Condominium;

(2) to provide replacements of existing Common Elements;

(3) to provide additions to the Common Elements not exceeding Fifteen Thousand Dollars (\$15,000.00), in the aggregate, annually, or

(4) in the event of emergencies,

the Board of Directors shall have the authority to increase the annual budget assessment or to levy such additional deficiency assessments as it shall deem to be necessary, without Co-owner approval.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The authority to levy assessments pursuant to this subsection is solely 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(c) **Special Assessments.** Special assessments, other than annual budget assessments referenced in subsection (a) of this Section 2 and deficiency assessments referred to in subsection (b) of this Section 2 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 (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Fifteen Thousand Dollars (\$15,000.00) per year;

(2) assessments for any other appropriate purpose not elsewhere herein described.

Special assessments referred to in this subsection (*but not including those assessments referred to in subsections (a) and (b) of this Section 2 which may be levied in the sole discretion of the Board of Directors*) shall not be levied without the prior approval of more than two thirds of all eligible Co-owners. The authority to levy assessments pursuant to this subsection is solely 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(d) **Remedial Assessments.** If any Co-owner fails to properly maintain, repair or replace any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair or replace the applicable Limited Common Element, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element.

(e) **Carport and Garage Assessments.** The carports and the garage shall be assigned by Developer and/or the Association to individual Units. The cost of maintaining, repairing and replacing the carports and/or garage shall be borne by the Association, except where such maintenance, repair or replacement is the fault of the Co-owner. The Co-owner of a unit which has been assigned a carport and/or garage shall be subject to an additional assessment of Five (\$5.00) per month. The Association may, from time to time, and in its discretion, increase the amount of such additional assessment

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners equally, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit.

Annual assessments as determined in accordance with Article II, Section 2 (a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. 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. A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Twenty-five Dollars (\$25.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In the event that there is a land contract transaction involving a Unit, the seller and the purchaser shall both be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself 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, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

(a) Foreclosure. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purpose of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold 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 Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not 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 his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Washtenaw County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

(b) Collection Expenses. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common

Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer 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 the 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 person claiming under such Co-owner as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage and any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (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). If title is acquired via deed in lieu of foreclosure, the grantee under such deed shall be fully liable to the Association for all amounts owed on the unit.

Section 7. 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 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

- (a) A mechanic's lien for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.
- (b) A mechanic's lien for work authorized by the Association of Co-owners may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.
- (c) A mechanic's lien may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted by the Association of Co-owners.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, 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 constitute a

lien upon the Unit and the proceeds of sale thereof prior to all claims except tax liens on the Condominium Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section I above, no Co-owner or the Association shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election of Remedies. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV

INSURANCE

Section 1. Basic Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, directors and officers liability insurance, workers compensation and employers liability insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) **Insurance Responsibilities of the Co-owners.** It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner may obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer; however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association.



(b) Specific Property Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy. Coverage shall include vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction and the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). 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 the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(c) General Liability Insurance. General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(d) Directors and Officers Liability Insurance. Directors and officers liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

(e) Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association

(f) 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. 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, distribute the proceeds 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-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

ARTICLE V

MAINTENANCE, REPAIR & RECONSTRUCTION

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **One or More Units Tenantable.** In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all the eligible Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair and Reconstruction in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless 66 2/3rds percent (66 2/3rds) of the eligible Co-owners shall consent to do otherwise.

Section 3. Co-owner and Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, filter, water softeners, water filters and water heaters, if any.

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all interior doors and related hardware within the individual Unit; storm door, closer and all related locks and hardware for storm door, screen doors, door walls, windows, window screens and storm windows

(c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, cable television, doorbell and intercom systems (all components inside and out of Unit), lighting fixtures, switches, outlets, smoke/heat/fire alarms/detectors, security systems, antenna outlets and circuit breakers.

(d) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers.

(e) All cabinets, counters, sinks, tile and wood, either floor or wall, window grilles and related hardware.

(f) All improvements and decorations including, but not limited to, paint, wallpaper, paneling, Unit carpeting, upper deck carpeting, awnings, linoleum and trim.

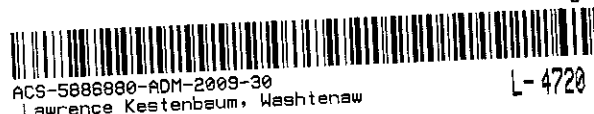
(g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(h) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

(i) All Co-owner additions, betterments, improvements and alterations.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. If any other interior portion of a Unit is 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 insurance relative thereto and if there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. 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. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed. Additionally, any incidental damage (as that term is hereafter defined) to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. "Incidental damage" shall be defined as damage incurred to the drywall and/or floor of a Unit, but excludes any damage to the contents of a Unit, including, but not limited to, wallpaper, carpeting, paneling, furniture, and personal property. Notwithstanding anything hereinabove to the contrary, the responsibility of the Association for "incidental damage" to a Unit under the provisions of this Section 5 shall not exceed the sum of \$1,000.00 per occurrence. Any "incidental damage" to a Unit as described in this Section 5 in excess of \$1,000.00 shall be borne by the Co-owner of the Unit. In the event that the Co-owner shall have insurance which covers "incidental damage" as herein defined, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-owner shall have no right of subrogation against the Association. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.



Promptly after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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 costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. Timely Reconstruction and Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) **Taking of Entire 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 owner and his/her mortgagee, they shall be divested of all interest in the Condominium. 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 his/her mortgagee, as their interests may appear.

(b) **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 fifty (50%) percent of all of the eligible Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Paragraph 6 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. 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, but only with the prior written notice to all holders of first mortgage liens on individual Units in the Condominium.

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

Section 8. Mortgages Held by FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$10,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. Priority of Mortgage 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 VI

RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Georgetown of Ann Arbor. No Unit shall be used in any manner in violation of applicable zoning or other ordinances of the City of Ann Arbor. No Unit shall contain more than two (2) occupants for each bedroom within the Unit.

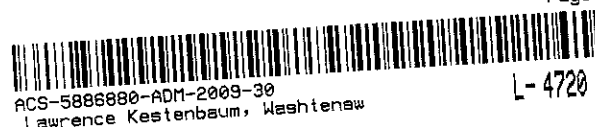
Section 2. Leasing and Rental.

(a) Violation of Condominium Documents by Tenants or Non-Co-owner Occupants. If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

(2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf an action for eviction against the tenant or non-Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.



(b) **Arrearage in Condominium Assessments.** When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559 212(4)(b).

(c) **Maximum Number of Rentals Permitted; Minimum Term; Occupancy, Acknowledgement of Condominium Documents, etc.** A Co-owner may lease their entire Unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee and authorized occupants for a minimum term of not less than one year. No additional unit or units may be approved for leasing if the total number of units leased in the Condominium at the time that such new lease is proposed shall exceed 20 % of the total number of units in the Condominium. The Board of Directors shall however have the discretionary authority to approve up to an additional 5% of the units for leasing for co-owners showing a demonstrable hardship occasioned by the inability to sell their unit on reasonable terms and conditions. Such hardship exemptions may be granted for no longer period than one year. No unit may be leased at any time unless the co-owner has personally occupied the Unit for at least one full year prior to the proposed beginning of an initial lease term. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents including the Association's rules and regulations. If no lease form is to be used, then the Co-owner shall supply the Association of co-owners with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. A Co-owner may lease less than an entire unit provided that the Co-owner shall also continuously reside in the unit and the Co-owner shall provide the name of the occupant and rental terms to the Association prior to such occupant moving into the Unit. If a written lease is involved, then an exact copy of the proposed lease shall be provided in accordance with the above procedures for written leases.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's 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 advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, the change in appearance, style or design of any windows, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. All windows in front facing unit elevations and all windows in side facing unit elevations of end units shall have muntins installed. Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element chimney or roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above their Units; provided however, that any damage to the Common Elements or expense to the Association resulting from such installation shall be borne by the Co-owner performing or

authorizing such installation. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound unless approved by the Board of Directors in writing.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Board of Directors, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any electrical, plumbing, water line, water line valves, water meter, sprinkler system valves, sump pumps, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments, including, but not limited to, patios and finished basements of any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No stereo speakers or other sound generating equipment shall be affixed to or placed adjacent to any common wall. 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 on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Board of Directors, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals other than two (2) total animals per unit, dogs or cats, shall be kept or be brought on to the Condominium Premises by any person unless specifically approved in writing by the Board of Directors; any such consent may be revoked at any time for violation of this Section 5. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No pet may be permitted to run loose at any time upon the Common Elements and all dogs shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals.



No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold the Association harmless for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Board of Directors has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

Each Co-owner shall be responsible for collection and disposition of all fecal matter and watering down of all urine deposited by any pet maintained by such Co-owner. No animal which can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Board of Directors determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. Small animals which are constantly caged such as small birds or fish shall not be subject to the foregoing restrictions.

Section 6. Aesthetics. The Common Elements, Limited or General shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained anywhere visible from another Unit or the Common Elements. No outside trash receptacles shall be permitted; all trash must be disposed of in the dumpsters. Burning and incineration of trash or other waste materials is prohibited. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Vehicles may only be washed in areas specifically designated by the Board of Directors. Only furniture and equipment consistent with the normal and reasonable use of porches and patios shall be permitted to remain there. Potted plants of reasonable size and number shall be permitted to be kept on patios and porches from April 1 through November 30. All holiday lighting and decorations shall be removed not later than 45 days after the holiday. Barbeques are prohibited on all porches. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. No person shall alter the appearance or size of any mailbox.

Section 7. Utilization of Common Elements. Each driveway leading to an individual garage shall be limited in use to the Co-owner of the Unit it services. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements. Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly enacted Rules and Regulations.

Section 8. Vehicles. No house-trailers, recreational vehicles, buses, or similar vehicles, or evolutions thereof, such as commercial vehicles, boat trailers, boats, dune buggies, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than mopeds, motorcycles, automobiles, mini-vans, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium. Motor homes, camping vehicles, camping trailers, mobile homes may be parked in visitor parking spaces for not more than three days for the purpose of loading or unloading prior to or immediately after a trip. Residents shall park their car in their Unit's carport if one is assigned, and any additional vehicles shall only be parked in the common element parking area. No more than two vehicles per Unit shall be permitted to be kept in the Condominium Project unless the Board of Directors approves in writing otherwise. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor.



Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles and vehicles without current, valid license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. The Board of Directors may assign General Common Element parking spaces for the use of the Co-owners of a particular Unit or Units in an equitable manner.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed (towed) from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. The Association shall have the right to place or cause to be placed adhesive windshield stickers on vehicles improperly parked. The Association, its directors, officers, agents, managers and attorneys may exercise such remedies without any liability to any party. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Signs, Advertising; Mailboxes. No signs of any kind shall be placed upon the project or any Unit, or portion thereof without the prior written permission of the Board of Directors. This prohibition includes, but is not limited to, "For Sale" signs, "Open House" signs, "Garage Sale" signs and political signs, but shall not include a sign with external dimensions of two feet by two feet or less, displayed in the window of the Co-owner's unit. No Co-owner shall alter the appearance of any mailbox and all mailboxes shall be of a uniform appearance.

Section 10. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all eligible Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence. 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 the Co-owner's Unit and any Limited Common Elements appurtenant thereto.



caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 12. Landscaping. No Co-owner shall remove any landscaping within the common elements or perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials on the common elements without the prior written approval of the Board of Directors.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance 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, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association. In such case there shall be no such responsibility (unless full reimbursement to the Association is excluded 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 or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Board of Directors any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Restrictions Regarding Condominium Open Space Areas. The General Common Elements shown on the Condominium Subdivision Plan as open space areas (the "Condominium Open Space Areas") may be used by all Co-owners for passive recreation and open space purposes only. There shall be no construction, installation or placing of any improvements or structures on or within the Condominium Open Spaces Areas, without the prior written approval of the Board of Directors thereafter, other than improvements or structures which are directly necessary for the proper functioning of any roadways. Storm Water Drainage Facilities or other utilities located within the Condominium Open Space Areas. In addition, no internal combustion engine-operated vehicles or machines of any kind, including without limitation motorcycles, snowmobiles or all-terrain vehicles shall be allowed on or within any of the Condominium Open Space Areas.



other than necessary maintenance and lawn cutting machinery. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Condominium Open Space Areas as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Condominium Open Space Areas.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his/her Unit shall notify the Board of Directors of the name and address of the mortgagee and the Association shall attempt to maintain such information in its records. The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit upon request. The Association may also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. Upon request, the Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting

ARTICLE VIII

VOTING

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

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Voting. Votes may be cast in person or by proxy or by a written ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Board of Directors shall designate, at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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Section 5. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in number of all Co-owners.

ARTICLE IX

MEETINGS

Section 1. Location; Procedure. Meetings of the Association shall be held at such suitable place convenient to the Co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of September at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows unless otherwise determined by the Board of Directors:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Miscellaneous business.

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Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of a majority 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 4. Membership Meeting Notices. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be

filed with the Association by Article VIII, Section 3 of the Condominium 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 5. Quorum. The presence in person or by proxy of twenty-five (25%) percent by of the Co-owners entitled to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written ballot 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 ballot is cast.

Section 6. Adjournment for Want of Quorum. 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.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Eligibility; Compensation Prohibited. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or the legal spouse of a member except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

Section 2. Size, Terms of Office. The Board of Directors shall be composed of five (5) persons who shall manage the affairs of the corporation. Directors shall serve until their successors take office. The new term of office for each Director shall be two (2) years. Directors elected to fill a seat vacated before the expiration of the previous director's term shall be elected only to the remainder of the unexpired term. Term expiration shall be staggered so that two Directors' terms shall expire one year and three in the alternate year.

Section 3. Powers, Duties. The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(a) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 more than two thirds of the eligible Co-owners of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of the Condominium Bylaws.

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

(j) To enforce the provisions of the Condominium Documents.

(k) 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 above, 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.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association.

Section 5. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the Co-owners eligible to vote and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no other notice shall be necessary to the newly elected Directors to constitute a duly called meeting.

Section 7. Regular Board Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall

be given to each Director, personally, by mail, fax, telephone or email, at least ten (10) days prior to the date named for such meeting.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 9. 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 meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. 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, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

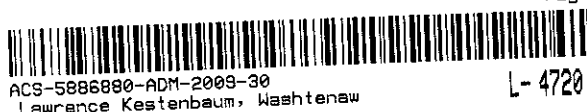
Section 11. Fidelity Bonds/Employee Dishonesty Insurance. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds shall be covered by adequate fidelity bonds or employee dishonesty insurance coverage purchased by the Association. The premiums on such bonds shall be expenses of administration. Such bonds shall not be less than the estimated maximum of funds, including reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules

ARTICLE XI

OFFICERS

Section 1. Officers; Compensation Prohibited. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person. Officers shall not be compensated.



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

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary.

Section 7. 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. He/She 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 depositaries as may, from time to time, be designated by the Board of Directors.

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

ARTICLE XII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors 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 Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a compilation, review or audit of the books of account. 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 within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such compilation, review or audit and any other accounting expenses shall be expenses of administration.



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

Section 3. Depositories. The Association's funds shall be deposited in such bank as may be designated by the Directors. All checks, draft and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such banks that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that, in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence. Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except as provided in Section 564c of the Business Corporation Act.



Section 2. Directors and Officers Liability Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XIV

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the eligible Co-owners or by an instrument in writing signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two thirds percent (66 2/3rds %) percent of all eligible Co-owners. Notwithstanding any provision of the Condominium Documents to the contrary, mortgagees are entitled to vote only on amendments which are material to their interests as defined in the Michigan Condominium Act as amended from time to time.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XV

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, 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 XVI

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

ARTICLE XVII

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief

(a) **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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.

(b) **Recovery of Costs.** In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the 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 VI, Section 10 of these Bylaws.

Thereafter, fines may be assessed only upon notice to the offending Co-owner 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. Upon finding a violation has occurred after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and as is set forth in the rules and regulations establishing the fine procedure.

Section 2. 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 3. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XVIII

SEVERABILITY; DOCUMENT CONFLICTS

Section 1. Severability. In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Section 2. Document Conflicts. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Condominium Bylaws, the terms and provisions of the Master Deed shall control.

Page: 30 of 30


ACS-5886880-ADM-2009-30
Lawrence Kestenbaum, Washtenaw

12:28 P
03/06/09
L- 4720 P- 197

NOTE THE ASTERISK (*) AS SHOWN IN THE INDEX OF DRAWINGS INDICATES AMENDED DRAWINGS WHICH ARE REVISED, DATED 12-10-2002. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

REPLAT NO.1 OF
 WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO.384
 EXHIBIT "B" TO THE AMENDED MASTER DEED FOR
GEORGETOWN CONDOMINIUM
OF ANN ARBOR
 CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

DESCRIPTIONS

OUTLOT B

OUTLOT B OF "SMOKLER HUTZEL SUBDIVISION" AS RECORDED IN LIBER 17, PAGES 41-43, WASHTENAW COUNTY RECORDS.

PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 3 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE WEST CORNER OF SAID OUTLOT B, SAID POINT BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF PAGE AVENUE PUBLIC - 60.00 FEET WIDE AND THE SOUTHERLY CORNER OF LOT 2 OF "PINE VALLEY ESTATES SUBDIVISION" AS RECORDED IN LIBER 17, PAGE 8, WASHTENAW COUNTY RECORDS; THENCE N. 56°39'29" E. 39.42 FEET ALONG THE SOUTHEASTERLY LINE OF LOTS 2 AND 9 OF SAID "PINE VALLEY ESTATES SUBDIVISION"; THENCE S. 33°00'00" E. 124.25 FEET TO THE S.E. CORNER OF SAID PAGE AVENUE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF SAID PAGE AVENUE; THENCE S. 55°15'05" W. 421.28 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOTS 6 OF SAID "PINE VALLEY ESTATES SUBDIVISION"; THENCE ALONG THE SOUTHEASTERLY LINE OF LOTS 6 THROUGH 3 OF SAID "PINE VALLEY ESTATES SUBDIVISION" N. 56°39'29" E. 246.67 FEET TO THE POINT OF BEGINNING, CONTAINING 62,460 SQUARE FEET OR 1.43 ACRES.

OUTLOT C

OUTLOT C OF "SMOKLER HUTZEL SUBDIVISION" AS RECORDED IN LIBER 17, PAGES 41-43, WASHTENAW COUNTY RECORDS.

PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWN 3 SOUTH, RANGE 6 EAST, CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTH CORNER OF SAID OUTLOT C, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF PAGE AVENUE PUBLIC - 60.00 FEET WIDE AND THE NORTH CORNER OF LOT 3 OF "PINE VALLEY ESTATES SUBDIVISION" AS RECORDED IN LIBER 17, PAGE 8, WASHTENAW COUNTY RECORDS; THENCE ALONG THE SAID SOUTHERLY RIGHT-OF-WAY OF PAGE AVENUE THE FOLLOWING THREE (3) COURSES 242.8 FEET ALONG THE ARC OF A CURVE TO THE SOUTHWESTERLY LINE OF SAID "PINE VALLEY ESTATES SUBDIVISION"; THENCE S. 55°15'05" W. 421.28 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOTS 6 OF SAID "PINE VALLEY ESTATES SUBDIVISION"; THENCE ALONG THE SOUTHEASTERLY LINE OF LOTS 6 THROUGH 3 OF SAID "PINE VALLEY ESTATES SUBDIVISION" N. 56°39'29" E. 246.67 FEET TO THE POINT OF BEGINNING, CONTAINING 194,977 SQUARE FEET OR 4.48 ACRES.

INDEX OF DRAWINGS

NO. TITLE


- * 1 COVER SHEET
- * 2 SURVEY PLAN
- * 3 SITE PLAN
- * 4 UTILITY PLAN
- * 5 FLOOR PLANS & CROSS SECTION - UNIT TYPE 'A'
- * 6 FLOOR PLANS & CROSS SECTION - UNIT TYPE 'B'
- * 7 FLOOR PLANS & CROSS SECTION - UNIT TYPE 'C'
- * 8 PERIMETER PLANS
- * 9 PERIMETER PLANS
- * 10 PERIMETER PLANS
- * 11 PERIMETER PLANS
- * 12 FLOOR PLANS & CROSS SECTION - UNIT TYPE 'D' (UNIT NO.83 ONLY)

DEVELOPER

GEORGETOWN INVESTMENTS, LLC,
 A MICHIGAN LIMITED LIABILITY COMPANY
 25505 WEST TWELVE MILE ROAD
 SUITE 2600
 SOUTHFIELD, MI 48034

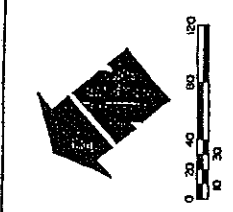
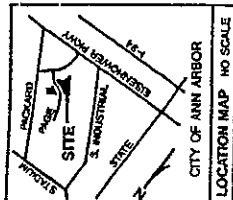
SURVEYOR & PREPARER

NOWAK & FRAUS, PLLC
 1310 N. STEPHENSON HIGHWAY
 ROYAL OAK, MI 48067

 NOWAK & FRAUS Civil Engineers Land Surveyors 1310 N. Stephenson Highway, Royal Oak, Michigan 48067-1508 Tel. (248) 739-0800 Fax. (248) 739-0805	SHEET NUMBER 1-C28B OF 1
	APPROVED _____ DATE
COVER SHEET	



PROPOSED DATED 12-10-2002



CURVE DATA

NO.	ARC	RADIUS	DELTA	CHORD	CHORD BEARING
1	200.00'	500.00'	36°12'25"	196.37'	N. 55°35'02" W.
2	243.52'	590.00'	38°44'27"	239.31'	S. 55°21'08" E.
3	160.78'	245.00'	35°15'24"	148.39'	S. 57°04'38" E.

SURVEYOR'S CERTIFICATE

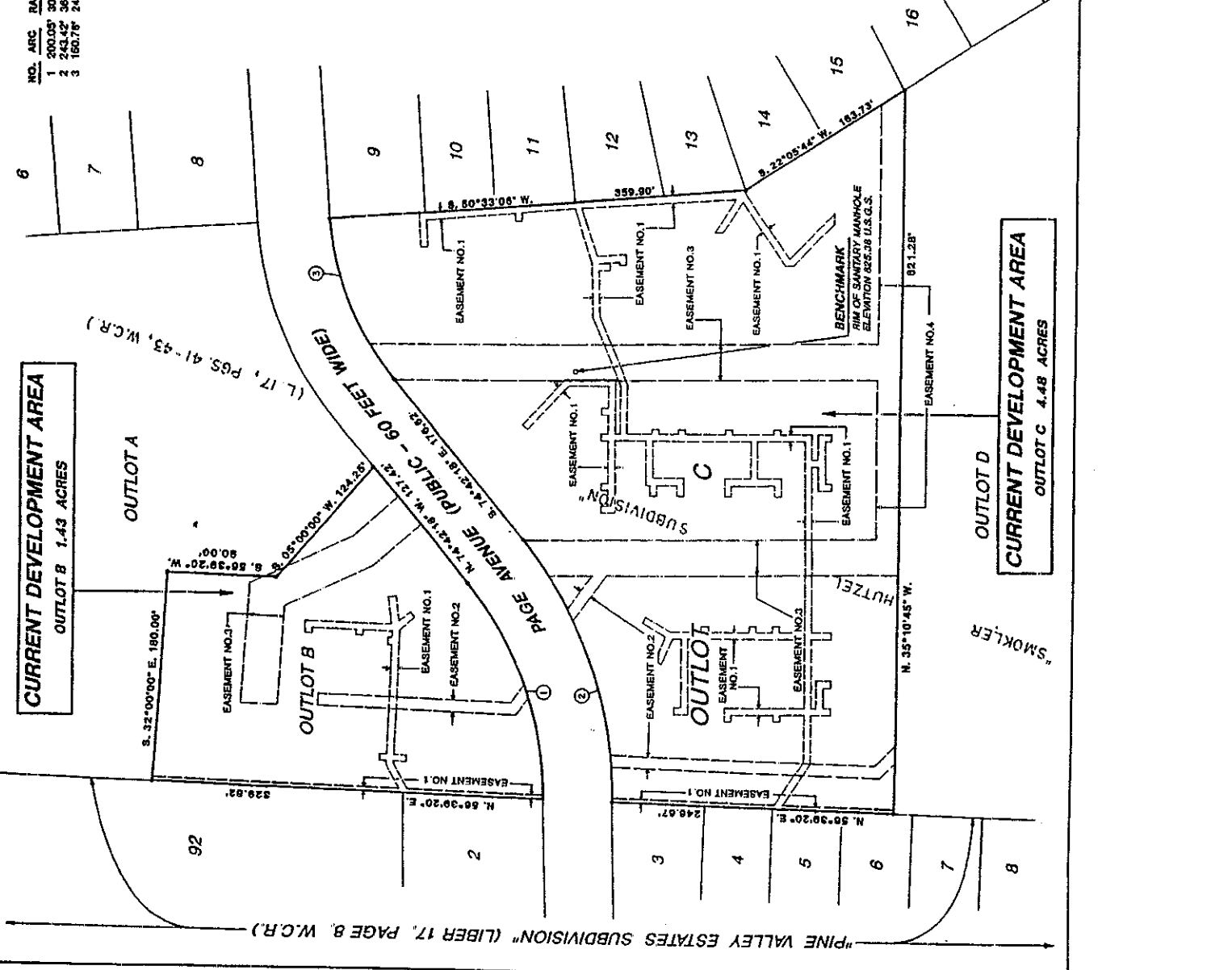
I, JAMES P. FRAUS, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 384, AS SHOWN IN THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AND CONCRETE MONUMENTS AND/OR IRON MARKERS HAVE NOT BEEN LACKED IN THE COURSE OF THIS SURVEY. I HAVE PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THIS MASTER DEED IS RECORDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

JAMES P. FRAUS, P.S.
 PROFESSIONAL LAND SURVEYOR NO. 17089
 NOWAK & FRAUS, PLLC
 1310 N. STEPHENSON HIGHWAY
 ROYAL OAK, MI 48067

NOTES

- * DENOTES CONCRETE MONUMENT CONSISTING OF A 1 1/2" DIAMETER STEEL ROD, 38" LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER. MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THIS MASTER DEED IS RECORDED.
- BEARINGS ARE IN RELATION TO THE NORTHWEST BOUNDARY LINE OF "SMOKLER HUTZEL SUBDIVISION" AS RECORDED IN LIBER 17, PAGES 41-43, WASHINGTON COUNTY RECORDS.
- EXISTING EASEMENTS AS SHOWN PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER 8-448111.

12-10-2002
 DATE



NOWAK & FRAUS
 Civil Engineers Land Surveyors
 1310 N. Stephenson Highway, Suite 100
 Royal Oak, Michigan 48067-1508
 Tel: (248) 390-0066
 Fax: (248) 390-0068

GEORGETOWN CONDOMINIUM OF ANN ARBOR

SURVEY PLAN

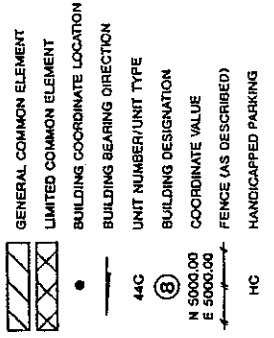
SCALE: 1" = 40'
 SHEET NO. 1-C2889
 TOTAL SHEETS: 2

PROPOSED DATED 12-10-2002

BUILDING DATA

NO.	NORTHING	EASTING	BEARING	NO.	NORTHING	EASTING	BEARING
1	4262.39	3900.06	N 35°21'56" W	10	4343.76	3569.14	N 54°40'48" E
2	4224.60	3896.37	N 54°41'21" E	11	4343.85	3405.26	N 35°07'47" W
3	4088.57	3793.88	N 54°39'33" E	12	4398.36	3504.05	N 54°38'54" E
4	4049.78	3613.44	N 35°07'02" W	13	4680.12	3834.40	N 33°35'11" W
5	4305.48	3680.90	N 35°18'49" W	14	4547.26	3838.24	N 56°52'23" E
6	4321.60	3702.40	N 54°41'22" E	15	4465.52	3804.71	S 74°42'47" E
7	4116.77	3566.17	N 35°21'11" W	16	4590.04	3708.66	N 56°33'29" E
8	4278.45	3669.19	N 54°44'06" E	17	4577.93	3690.44	N 56°33'29" E
9	4425.38	3517.23	N 35°17'17" W	18	4297.88	3820.60	N 54°25'00" E

LEGEND



NOTES

- COORDINATE NORTH EQUALS TRUE NORTH.
- ALL GENERAL COMMON ELEMENT AREAS ARE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED OR SHOWN OTHERWISE.
- REFER TO FLOOR PLANS FOR UNIT DIMENSIONS AND LOCATION OF PORCHES.
- REFER TO PERIMETER PLANS FOR BUILDING FIRST FLOOR ELEVATIONS.
- THE AREA EXTENDING 10' FROM THE REAR OF EACH UNIT AND ALONG ITS ENTIRE WIDTH IS DESIGNATED AS A LIMITED COMMON ELEMENT CONVERTIBLE AREA ASSIGNED TO THE UNIT DIRECTLY ADJACENT THERETO. (EXCEPT UNIT NO.83 WHICH IS AS SHOWN ON PLAN).
- ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE VII OF THE MASTER DEED.
- THE NUMBERS SHOWN WITHIN INDIVIDUAL CARPORTS (115, 116, ETC.) ARE FOR IDENTIFICATION PURPOSES ONLY AND DO NOT INDICATE UNIT NUMBERING OR ASSIGNMENT. THESE UNITS MAY BE ASSIGNED TO A PARTICULAR UNIT BY THE DEVELOPER. THESE ASSIGNMENTS PROVIDED FOR IN THE MASTER DEED. THIS ALSO APPLIES TO THE GARAGE SHOWN NEXT TO BUILDING 2.
- UNITS 1 THROUGH 3 AND ALL SITE IMPROVEMENTS NEEDED FOR SAID UNITS "MUST BE BUILT". UNITS 4 THROUGH 83 "NEED NOT BE BUILT".

DFC NOWAK & FRAUS
 Civil Engineers Land Surveyors
 1114 N. Main Street, Suite 200, Madison, WI 53703
 Phone: (608) 231-3884
 Fax: (608) 231-3883

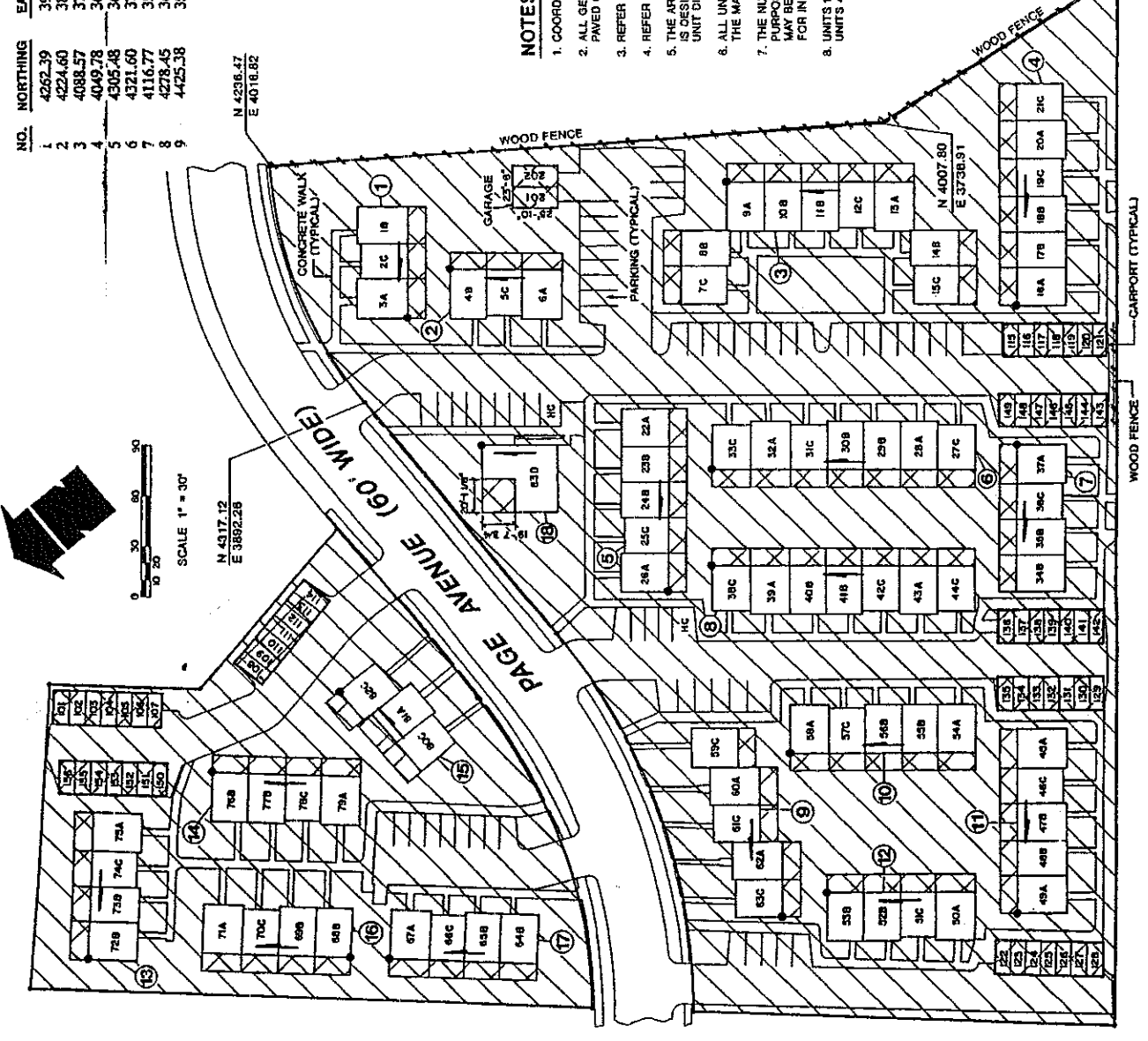
GEORGETOWN CONDOMINIUM OF ANN ARBOR

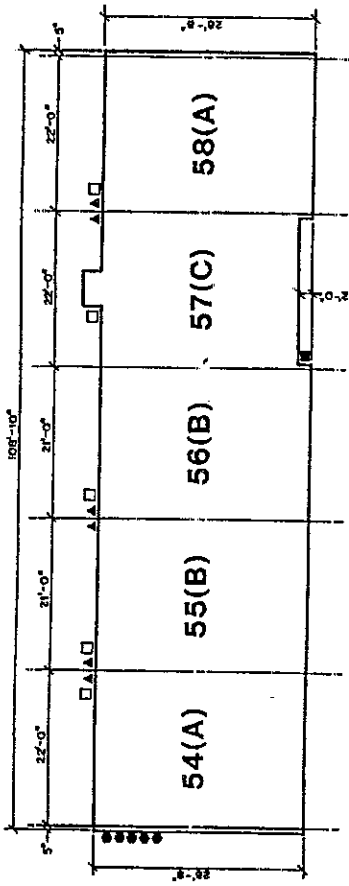
SITE PLAN

DATE: 12-10-2002
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 3

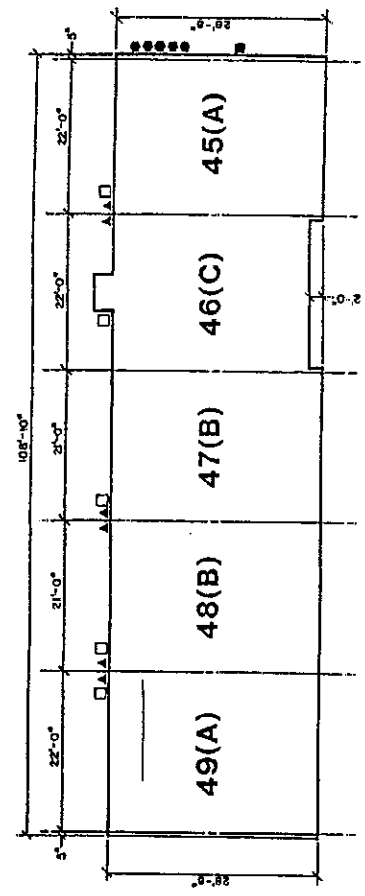


PROPOSED DATED 12-10-2002
 N 3856.09
 E 3877.32

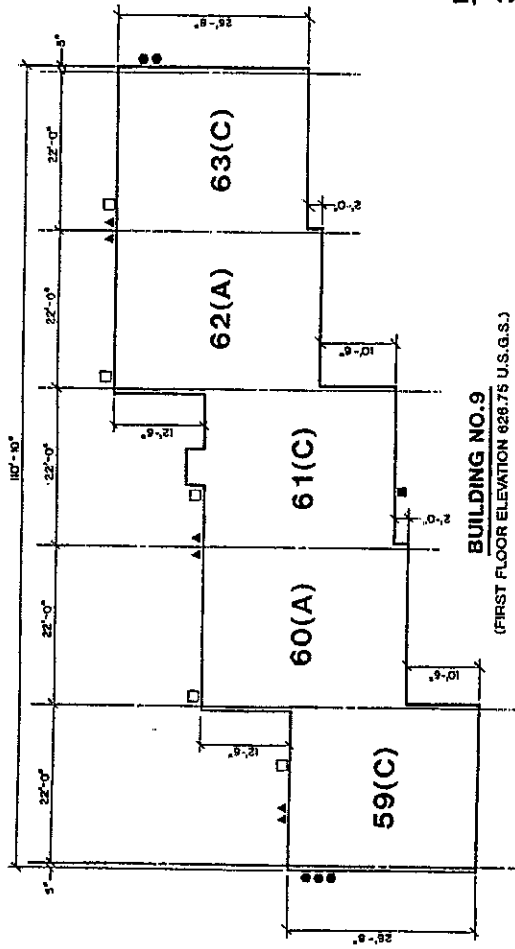




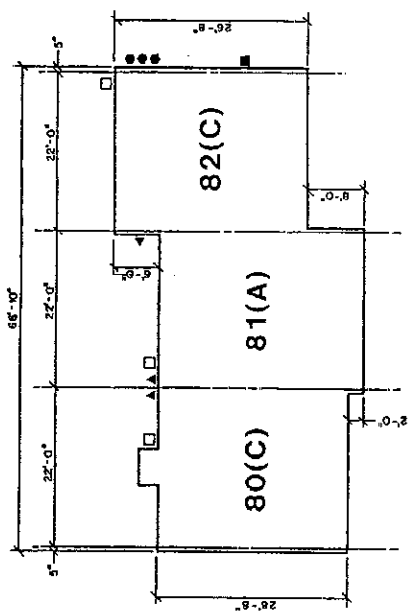
BUILDING NO. 10
(FIRST FLOOR ELEVATION 826.05 U.S.G.S.)



BUILDING NO. 11
(FIRST FLOOR ELEVATION 825.55 U.S.G.S.)



BUILDING NO. 9
(FIRST FLOOR ELEVATION 828.75 U.S.G.S.)



BUILDING NO. 15
(FIRST FLOOR ELEVATION 628.50 U.S.G.S.)

LEGEND

37(A) UNIT NUMBER (UNIT TYPE)

- GAS METER
- ▲ ELECTRIC METER
- WATER METER
- AIR CONDITIONING COMPRESSOR



NOTES

1. ONE (1) GAS METER AND ONE (1) ELECTRIC METER IS PROVIDED FOR EACH UNIT. ADDITIONAL METERS ARE FOR GENERAL COMMON USE/USAGE OF THE WATER METER IS PROVIDED FOR ALL UNITS WITHIN EACH BUILDING.
2. REFER TO FLOOR PLANS FOR UNIT TYPE DIMENSIONS AND SQUARE FOOTAGES. REFER TO SITE PLAN FOR LOCATION OF LIMITED COMMON ELEMENT CONVERTIBLE AREAS AT THE REAR OF EACH UNIT.

DFC NOWAK & FRAUS
Civil Engineers Land Surveyors
1110 S. Westwood Highway, Suite 100, Westborough, MA 01581
Tel: (508) 336-0000 Fax: (508) 336-0000

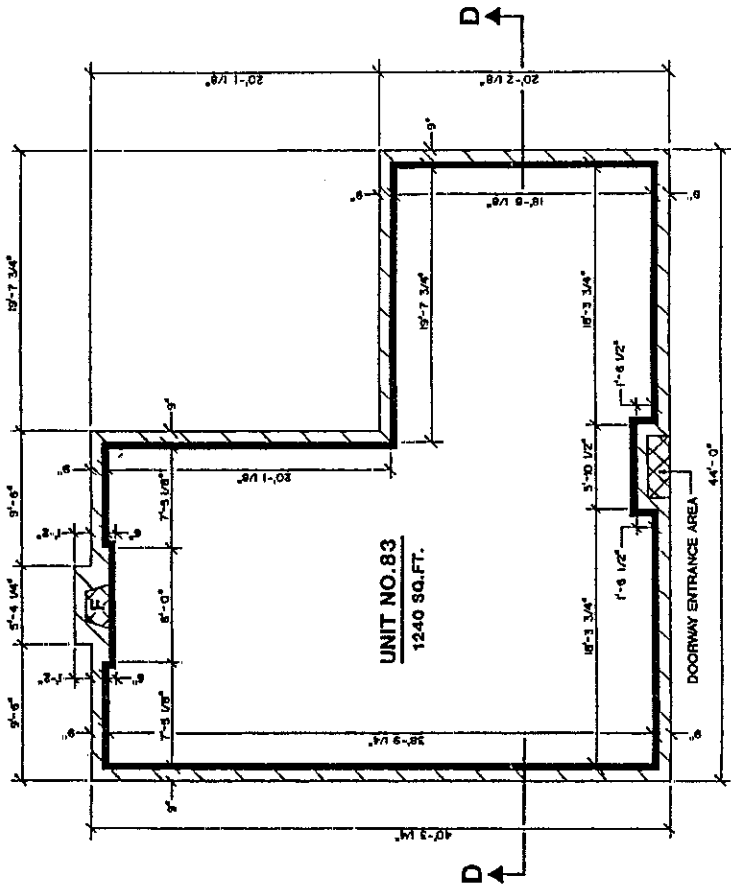
GEORGETOWN CONDOMINIUM
OF ANN ARBOR

PERIMETER PLANS

SCALE	DATE	BY	CHKD
1" = 8'	12-10-2002	MDL	11

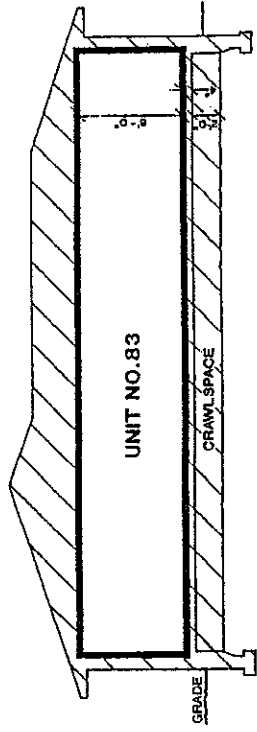


PROPOSED DATED 12-10-2002



FIRST FLOOR PLAN - UNIT NO.83

(FIRST FLOOR ELEVATION 829.30 U.S.G.S.)



CROSS SECTION D-D

(FOR UNIT NO.83)

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- FIREPLACE COMBUSTION CHAMBER



NOTES

1. ALL WALL SIZES ARE AS INDICATED ON PLAN.
2. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER.

NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. State Street, Suite 200
Royal Oak, Michigan 48067-1408
Tel. (248) 399-0288
Fax. (248) 399-0285

**GEORGETOWN CONDOMINIUM
OF ANN ARBOR**

FLOOR PLANS & CROSS SECTION UNIT TYPE 'D' (UNIT NO.83 ONLY)		NO. SHEETS	NO. SHEETS
DATE	BY	1-C28B	PROJECT
12-10-02	MLJL	12	
DATE	BY	PROJECT	



PROPOSED DATED 12-10-2002

UTILITY	SOURCE
WATER MAIN	CITY OF ANN ARBOR
STORM SEWER	CITY OF ANN ARBOR
SANITARY SEWER	CITY OF ANN ARBOR
COMBINATION SEWER	CITY OF ANN ARBOR
GAS MAIN	CONSUMERS ENERGY
TELEPHONE	AMERITECH
ELECTRIC	DETROIT EDISON
CABLE TV	COMCAST CABLEVISION

LEGEND

- WATER MAIN
- STORM/COMBINATION SEWER
- SANITARY SEWER
- GAS MAIN
- UNDERGROUND TELEPHONE/ELECTRIC/CABLE TV
- OVERHEAD TELEPHONE & ELECTRIC
- FENCE (AS DESCRIBED)
- MANHOLE
- CATCH BASIN
- FIRE HYDRANT
- GATE VALVE
- UTILITY POLE
- LIGHT POLE
- DETROIT EDISON TRANSFORMER
- DETROIT EDISON PEDESTAL
- UNIT NUMBER/UNIT TYPE
- BUILDING DESIGNATION

NOTES

- THE EXISTING OVERHEAD AND UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE FROM EXISTING RECORDS OF VARIOUS UTILITY COMPANIES OR MUNICIPALITIES AND NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE ACCURACY OR COMPLETENESS THEREOF.
- THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA AS INDICATED IN FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO.260213 0009, DATED JANUARY 2, 1992.
- SANITARY SEWER SERVICE LEADS ARE 8". WATER SERVICE LEADS ARE 2". GAS SERVICE LEADS ARE 1-1/4".
- REFER TO PERIMETER PLANS FOR LOCATION OF ALL UNIT UTILITY METERS AND BUILDING FIRST FLOOR ELEVATIONS (U.S.G.S.).
- REFER TO SURVEY PLAN (SHEET 2) FOR LOCATION OF EXISTING EASEMENTS OVER CURRENT DEVELOPMENT AREA.
- UNITS 1 THROUGH 3 AND ALL UTILITIES NEEDED TO SERVICE SAID UNITS "MUST BE BUILT".
- UNITS 4 THROUGH 83 "NEED NOT BE BUILT".

DFE NOWAK & FRAUS
 Civil Engineers Land Surveyors
 1310 N. State Street, Suite 200
 Ann Arbor, Michigan 48107-1508
 Tel: (734) 314-0885
 Fax: (734) 314-0885

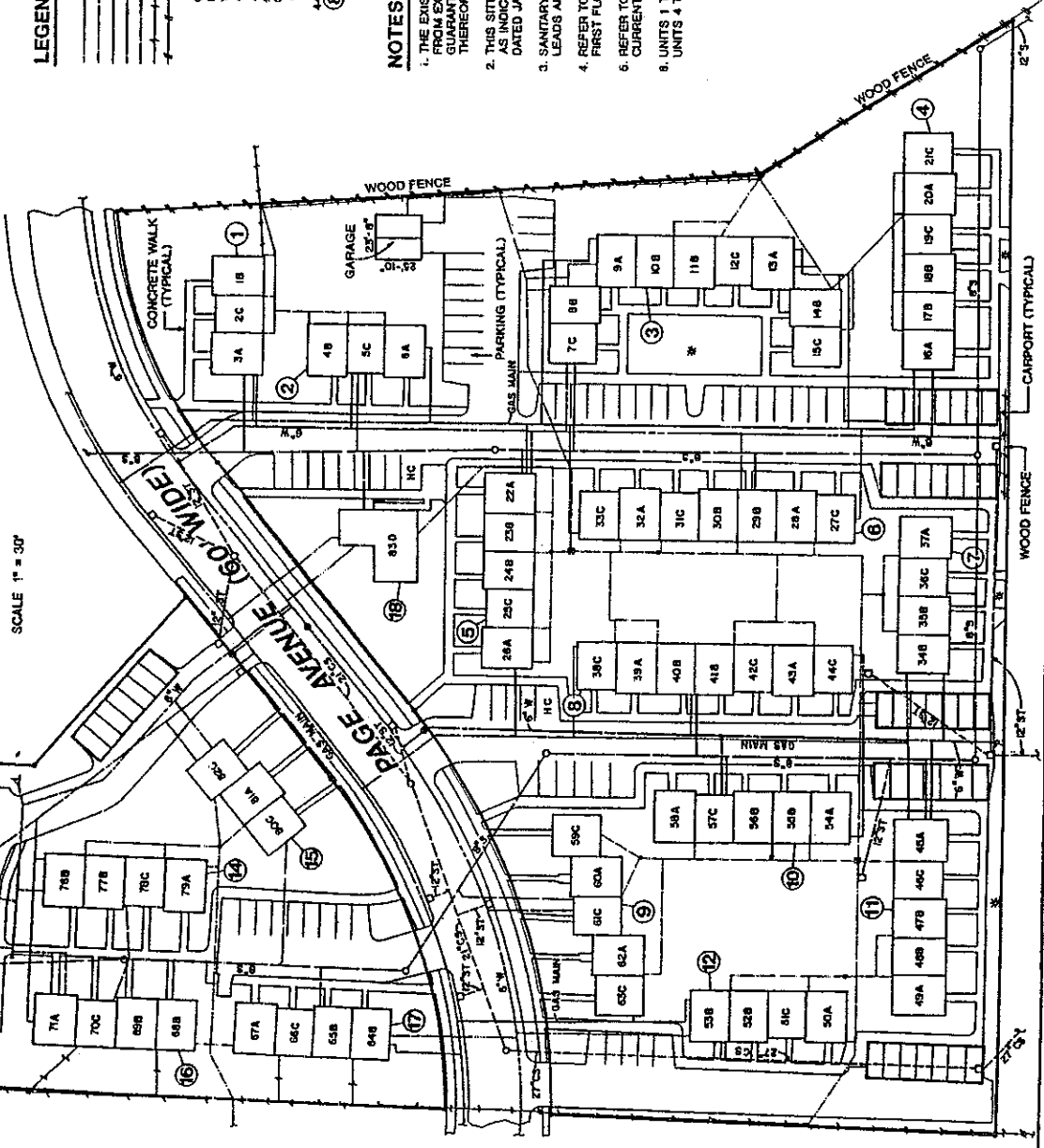
GEORGETOWN CONDOMINIUM OF ANN ARBOR

UTILITY PLAN

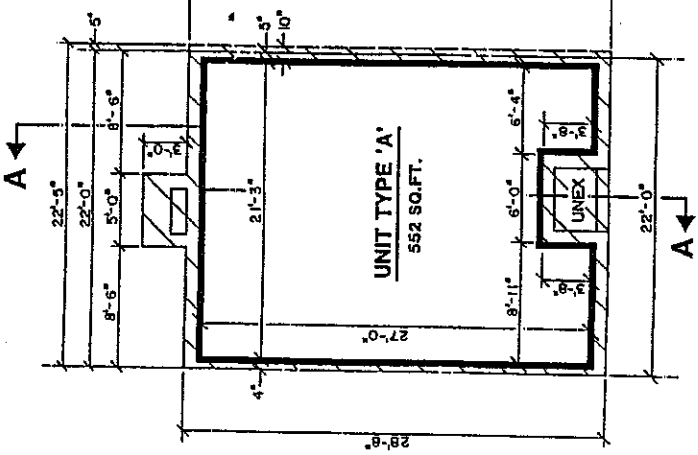
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 SHEET NO. 1-C2189
 SHEET NUMBER 4



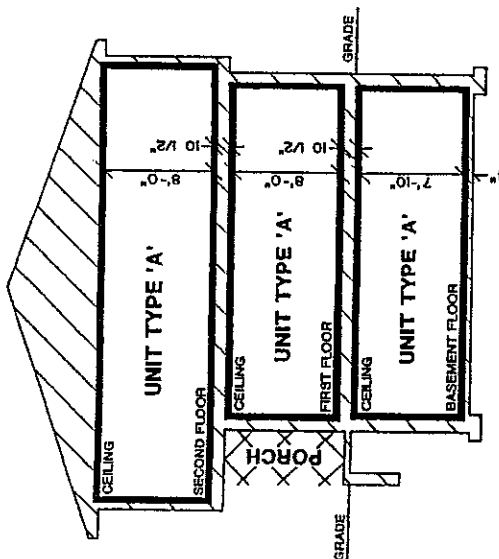
SCALE 1" = 30'



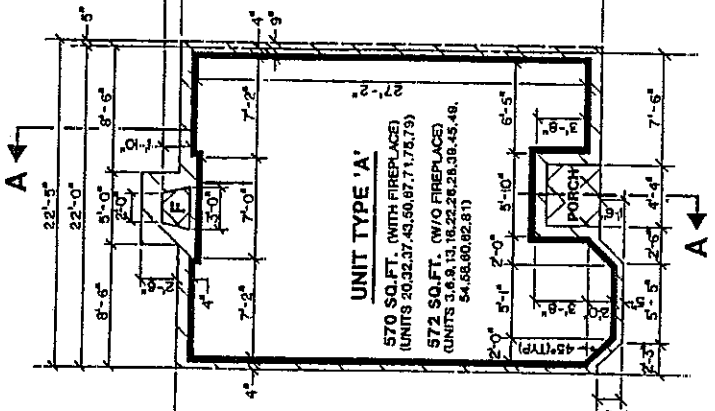
PROPOSED DATED 12-10-2002



BASEMENT FLOOR PLAN



CROSS SECTION A-A



FIRST FLOOR PLAN

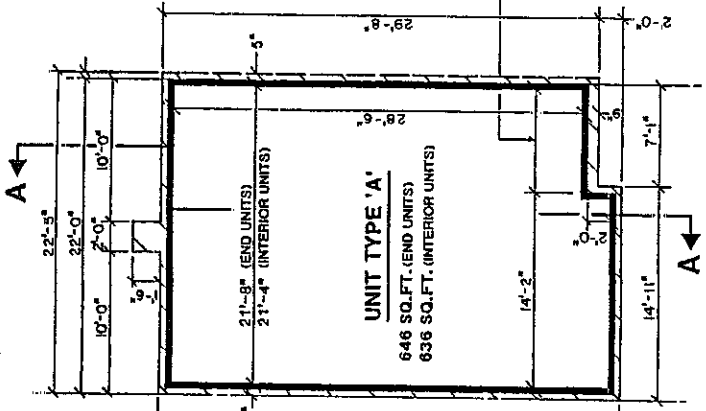
LEGEND

- F FIREPLACE COMBUSTION CHAMBER
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP



NOTES

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS INDICATED OTHERWISE.
2. ALL WALLS ON BASEMENT FLOOR PLAN ARE 10" ON FIRST FLOOR PLAN 5" AND ON SECOND FLOOR PLAN 5" UNLESS OTHERWISE INDICATED.
3. REFER TO PERIMETER PLANS FOR LOCATION OF UNIT UTILITY METERS AND AIR CONDITIONING COMPRESSORS ALONG WITH OVERALL BUILDING DIMENSIONS AND UNIT TYPE LAYOUT.



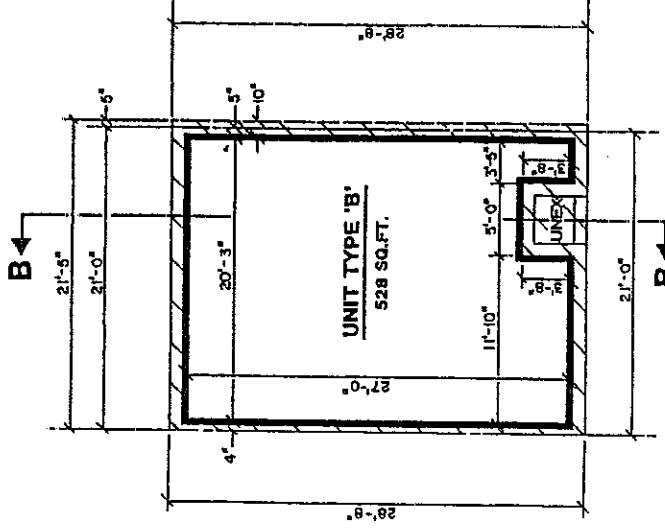
SECOND FLOOR PLAN

NOWAK & FRAUS
Civil Engineers Land Surveyors
115 N. Shiloh Road, Indianapolis, IN 46207-1504 (317) 399-0000

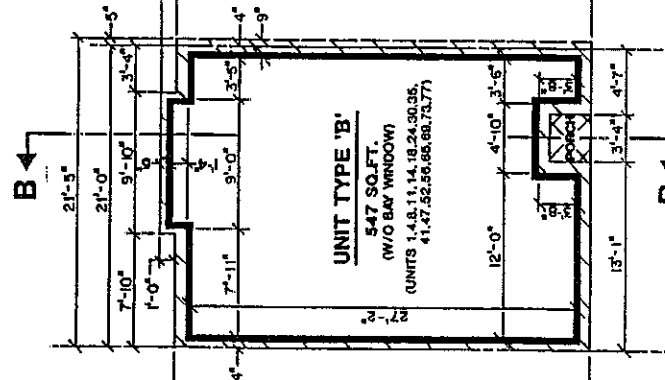
GEORGETOWN CONDOMINIUM OF ANN ARBOR	
FLOOR PLANS & CROSS SECTION UNIT TYPE 'A'	
SCALE 1" = 4'	DATE 1-23-89
DRAWN BY M.D.L.	CHECKED BY M.D.L.
DESIGNED BY M.D.L.	APPROVED BY 5

PROPOSED DATED 12-10-2002

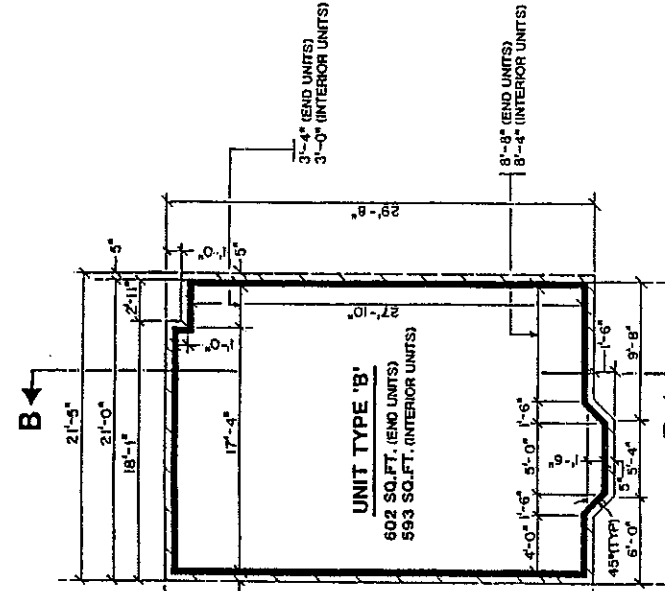
4. DASHED LINE AS SHOWN ON FLOOR PLANS INDICATES WALL THICKNESS FOR END UNIT.



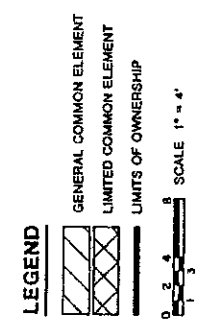
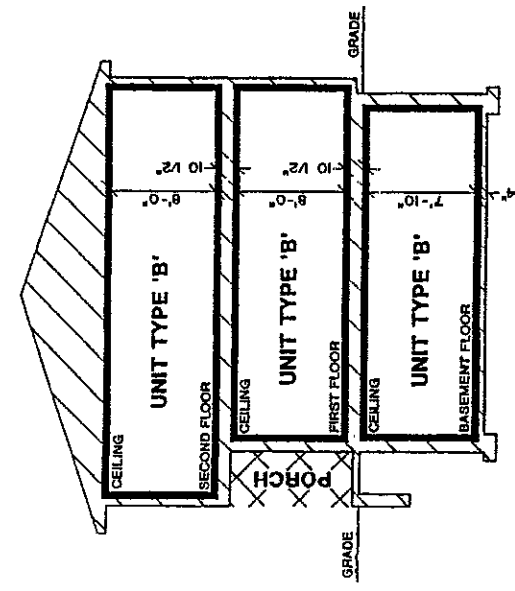
BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



- NOTES**
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS INDICATED OTHERWISE.
 2. ALL WALLS ON BASEMENT FLOOR PLAN ARE 10" ON FIRST FLOOR PLAN 9" AND ON SECOND FLOOR PLAN 6" UNLESS OTHERWISE INDICATED.
 3. REFER TO PERIMETER PLANS FOR LOCATION OF UNIT UTILITY METERS AND AIR CONDITIONING COMPRESSORS ALONG WITH OVERALL BUILDING DIMENSIONS AND UNIT TYPE LAYOUT.
 4. DASHED LINE AS SHOWN ON FLOOR PLANS INDICATES WALL THICKNESS FOR END UNIT.

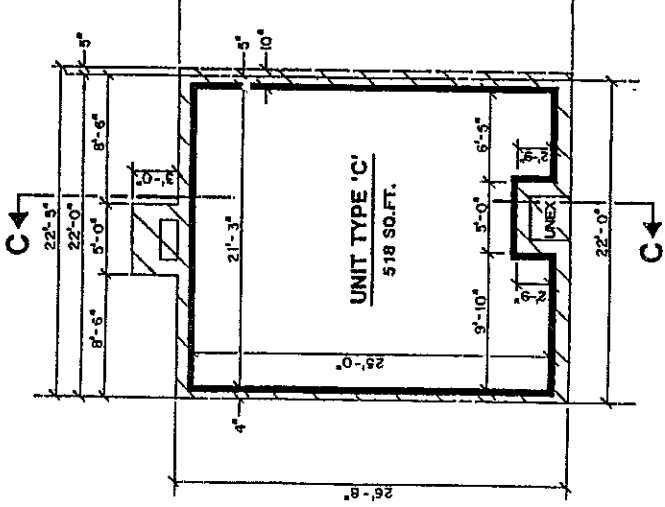
PROPOSED DATED 12-10-2002

NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. Shakespeare Highway, 391-0206
Royal Oak, Michigan 48067-1508 (248) 339-0202

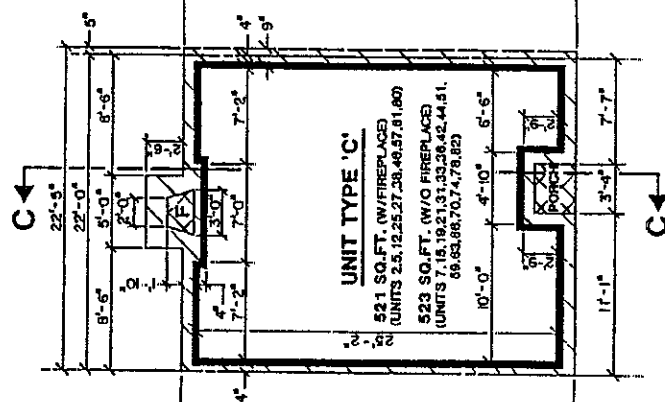
GEORGETOWN CONDOMINIUM OF ANN ARBOR

FLOOR PLANS & CROSS SECTION UNIT TYPE 'B'

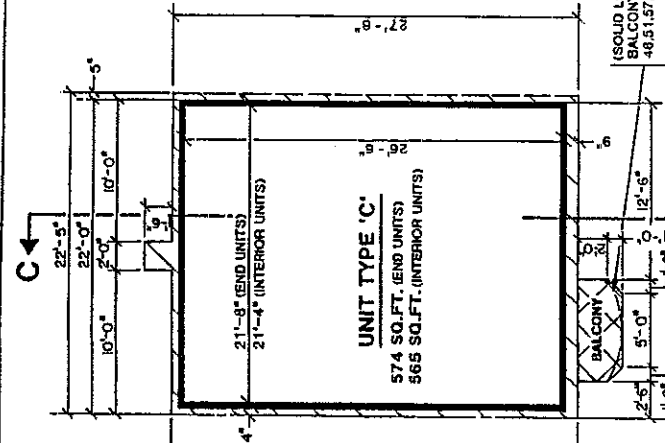
SCALE	1" = 4'	JOB NUMBER	1-C289
DATE	12-10-02	DRAWN BY	ML
		CHECKED BY	ML
		DATE	12-10-02
		SHEET NUMBER	6



BASEMENT FLOOR PLAN

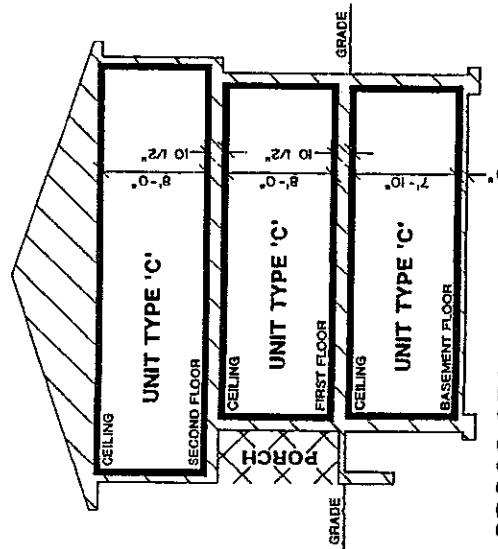


FIRST FLOOR PLAN



SECOND FLOOR PLAN

(SOLID LINE INDICATES SHAPE OF BALCONY FOR UNITS 7, 12, 15, 19, 36, 38, 42, 48, 51, 57, 59, 63, 66, 70, 74, 78, 80)
(DASHED LINE INDICATES SHAPE OF BALCONY FOR UNITS 2.5, 25, 27, 31)
UNITS 21, 33, 44, 61, 82 HAVE NO BALCONY OR BAY WINDOW AT SECOND FLOOR



LEGEND

- F FIREPLACE COMBUSTION CHAMBER
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

0 2 4 8
SCALE 1" = 4'

- NOTES**
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS INDICATED OTHERWISE.
 2. ALL WALLS ON BASEMENT FLOOR PLAN ARE 10" ON FIRST FLOOR PLAN 8" AND ON SECOND FLOOR PLAN 5" UNLESS OTHERWISE INDICATED.
 3. REFER TO PERMETER PLANS FOR LOCATION OF DIMETERS AND AIR CONDITIONING COMPRESSORS AND TO ALL BUILDING DIMENSIONS AND UNIT TYPE LAYOUT.
 4. DASHED LINE AS SHOWN ON FLOOR PLANS INDICATES WALL THICKNESS FOR END UNIT.

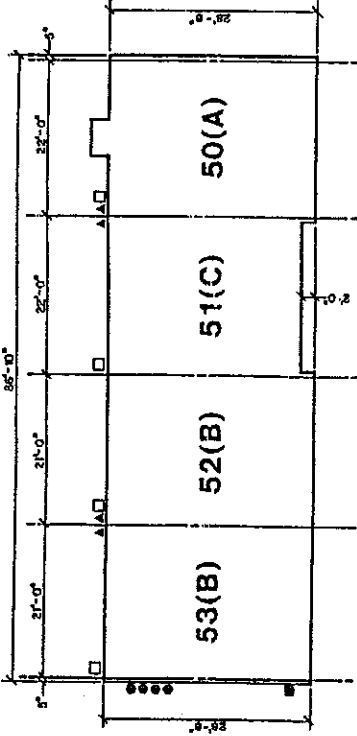
NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. Statehouse Mall
Royal Oak, Michigan 48067-1501 (248) 245-0000

GEORGETOWN CONDOMINIUM OF ANN ARBOR

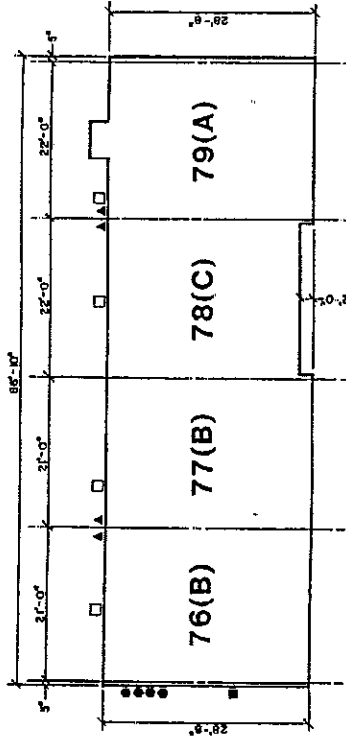
FLOOR PLANS & CROSS SECTION UNIT TYPE 'C'

DATE: 12-10-2002
DRAWN: MDL
CHECKED: MDP
APPROVED: [Signature]

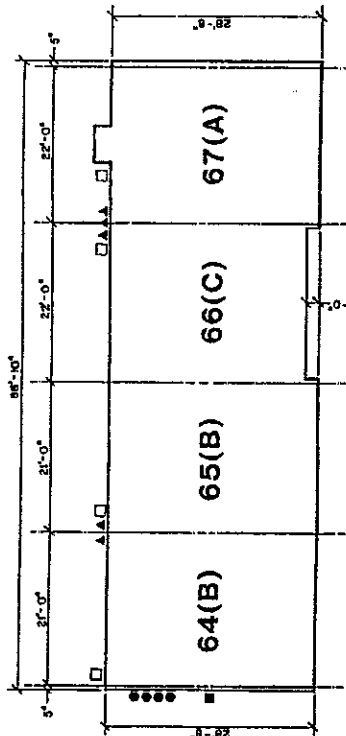
PROPOSED DATED 12-10-2002



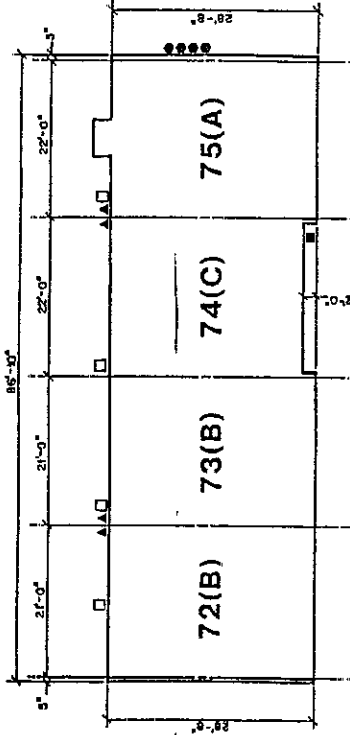
BUILDING NO. 12
(FIRST FLOOR ELEVATION 823.55 U.S.G.S.)



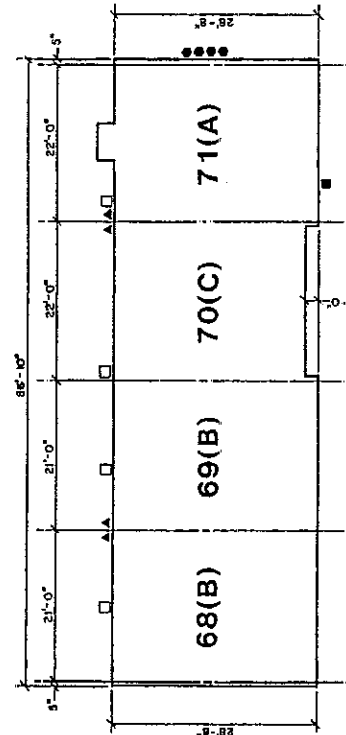
BUILDING NO. 14
(FIRST FLOOR ELEVATION 830.20 U.S.G.S.)



BUILDING NO. 17
(FIRST FLOOR ELEVATION 827.50 U.S.G.S.)

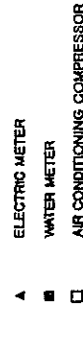


BUILDING NO. 13
(FIRST FLOOR ELEVATION 831.10 U.S.G.S.)



BUILDING NO. 16
(FIRST FLOOR ELEVATION 828.14 U.S.G.S.)

LEGEND
37(A) UNIT NUMBER (UNIT TYPE)
● GAS METER
▲ ELECTRIC METER
□ WATER METER
□ AIR CONDITIONING COMPRESSOR



NOTES

- ONE (1) GAS METER AND ONE (1) ELECTRIC METER IS PROVIDED FOR EACH UNIT. ANY ADDITIONAL METERS ARE FOR GENERAL COMMON USAGE. ONE (1) WATER METER IS PROVIDED FOR ALL UNITS WITHIN EACH BUILDING.
- REFER TO FLOOR PLANS FOR UNIT TYPE DIMENSIONS AND SQUARE FOOTAGES. REFER TO SITE PLAN FOR LOCATION OF UNITS AND COMMON ELEMENT CONVERTIBLE AREAS AT THE REAR OF EACH UNIT.

DF NOWAK & FRAUS
Civil Engineers Land Surveyors
1310 N. Chippewa Highway, Ia. (515) 349-0088
Des Moines, Iowa 50317-1508 Fax: (515) 349-0082

GEORGETOWN CONDOMINIUM
OF ANN ARBOR

PERIMETER PLANS

DATE	BY	CHK'D	APP'D
11-10-02	DF	DF	DF
SCALE	1" = 8'		
PROJECT	1-C289		
SHEET NO.	10		

PROPOSED DATED 12-10-2002

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

GEORGETOWN OF ANN ARBOR CONDOMINIUM ASSOCIATION

ID NUMBER: 770914

received by facsimile transmission on January 18, 2002 is hereby endorsed

Filed on January 22, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of January, 2002.



Andrew L. Metcalf

, Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES - CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
Date Received		(FOR BUREAU USE ONLY) This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name: Colleen H. Fitzpatrick Seyburn, Kahn, Ginn, Bess and Serlin, P.C.		
Address: 2000 Town Center, Suite 1500		
City	State	Zip Code
Southfield	MI	48075-1195

EFFECTIVE DATE:

Document will be returned to the name and address you enter above
 If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION
 For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:	Georgetown of Ann Arbor Condominium Association
---------------------------------	--

ARTICLE II

The purpose or purposes for which the corporation is organized are:	See attached Rider.
---	---------------------

ARTICLE III

1.	The corporation is organized upon a <u>Nonstock</u> basis. <small>(Stock or Nonstock)</small>
2.	If organized on a stock basis, the total number of shares which the corporation has authority to issue is <u>N/A</u> . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none") None

b. The description and value of its personal property assets are: (if none, insert "none") None

c. The corporation is to be financed under the following general plan: Collection of association fees and assessments from members.

d. The corporation is organized on a Membership basis
(Membership or Directorship)

ARTICLE IV

1. The address of the registered office is:
25505 West Twelve Mile Road, Suite 2600 Southfield Michigan 48034
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:
_____ Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:
Jeffrey D. Kaftan

ARTICLE V


The name and address of the incorporator is as follows:

Name	Residence or Business Address
<u>Jeffrey D. Kaftan</u>	<u>25505 W. 12 Mile Road, Suite 2600</u>
_____	<u>Southfield, Michigan 48034</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE II - See attached Rider.
ARTICLE VI - See attached Rider.
ARTICLE VII - See attached Rider.

I, the incorporator, sign my name this 8th day of January, 2002.



JEFFREY D. KAFTAN

RIDER TO ARTICLES OF INCORPORATION

ARTICLE II -

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

- (a) To manage and administer the affairs of and to maintain Georgetown of Ann Arbor Condominium (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To reconstruct or repair improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in management, operation, maintenance and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien, on property owned by the corporation;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE VI -

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

- (a) Each Co-Owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the incorporator shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-Co-Owner incorporator, who shall cease to be a member upon the qualification of membership of any Co-Owner and further excepting any residential contractor or builder who purchases a Unit for resale) shall be established by acquisition of fee simple title to a Unit or by execution of a land contract to purchase a Unit in the Condominium and by recording with the

Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing change of record title to such Unit, or, if applicable, a Memorandum of Land Contract and the furnishing evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-Owner thereby becoming a member of the corporation, and the membership of the prior Co-Owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.

- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VII -

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the Association or its Members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (a) The amount of financial benefit received by the Director to which he or she is not entitled; (b) An intentional infliction of harm on the Corporation or the Shareholders; (c) A violation of Section 551 of the Michigan Business Corporation Act; or (d) An intentional criminal act. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Association in addition to the limitation on personal liability contained herein shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.