

1/22/2016

Crash and Road Data

81004659

MILE POINT

2.785

CROSS PR

1445306

TRAFFIC SIGNAL?

No

5-YEAR RANK

15

CROSS ROAD

Hudson St

CROSS MILE

0.000

YEARLY CRASH AVERAGE

1

81004584

MILE POINT

2.851

CROSS PR

1445307

TRAFFIC SIGNAL?

No

5-YEAR RANK

24

CROSS ROAD

Grand St

CROSS MILE

0.348

YEARLY CRASH AVERAGE

1

81004412

MILE POINT

2.983

CROSS PR

1445308

TRAFFIC SIGNAL?

No

5-YEAR RANK

7

CROSS ROAD

Forest St

CROSS MILE

0.437

YEARLY CRASH AVERAGE

2

81004286

MILE POINT

3.110

CROSS ROAD

Main St

CROSS PR

1446002

CROSS MILE

0.802

TRAFFIC SIGNAL?

No

YEARLY CRASH AVERAGE

3

5-YEAR RANK

6

Metrics:

A PR number is a part of a common linear referencing system used statewide to uniquely identify any point or section of roadway within Michigan's transportation networks. The PR number is a unique value given to a section of roadway, this can be followed by an exact mile point in order to pinpoint a location or a beginning mile point (BMP) and ending mile point (EMP) can be listed to identify a section of roadway (courtesy Michigan Department of Transportation).

Intersection Attributes

Unique ID - the intersection id from Michigan Geographic Framework

Traffic Signal - whether a traffic signal is present at the intersection

Annual Crash Average 2010-2014 - the average number of reported crashes within **150 feet** of the intersection from 2010-2014

2010-2014 Rank - where the intersection ranks in the geography chosen for 2010-2014 crashes

Street View - Google Street View of the intersection (if street view does not display it is not available for the selected Intersection)

Quick Map - Google Map of the intersection

[SEMCOG | Southeast Michigan Council of Governments](#)

High-Frequency Crash Locations

YOU ARE VIEWING DATA FOR:

City of Dexter

City of Dexter Intersections, Ranked by 2010-2014 Five-Year Total

Top 20 ▾ Intersections ▾ SEARCH

[DOWNLOAD RESULTS \(.CSV\)](#)

Local Rank	County Rank	Region Rank	Intersection	2010	2011	2012	2013	2014	Avg. 2010-2014
1	229	2598	<u>Main St @ Broad St</u>	6	5	4	4	10	5.8
2	249	2821	<u>Main St @ Alpine St</u>	5	8	9	2	3	5.4
3	350	3934	<u>Dexter Pinckney Rd @ Island Lake Rd</u>	5	3	5	2	5	4.0
4	365	4160	<u>Baker Rd @ Dan Hoey Rd</u>	3	2	3	6	5	3.8
5	407	4696	<u>Dexter Ann Arbor Rd @ Ryan Dr</u>	3	2	4	4	4	3.4
6	466	5363	<u>Baker Rd @ Main St</u>	4	3	2	5	1	3.0
7	584	6809	<u>Baker Rd @ Forest St</u>	1	2	5	2	2	2.4
8	584	6809	<u>Baker Rd @ Dongara Dr</u>	5	2	2	1	2	2.4
9	756	9106	<u>Main St @ Jeffords St</u>	1	0	2	1	5	1.8
10	836	10231	<u>Main St @ Meadow View Dr</u>	1	1	2	4	0	1.6
11	929	11581	<u>Main St @ Inverness St</u>	2	1	1	2	1	1.4
12	929	11581	<u>Broad St @ Jeffords St</u>	0	2	3	0	2	1.4
13	1031	13290	<u>Main St @ Alpine St</u>	3	1	0	2	0	1.2
14	1031	13290	<u>Island Lake Rd @ Eastridge Dr</u>	0	2	3	0	1	1.2
15	1174	15481	<u>Main St @ Hudson St</u>	0	0	2	1	2	1.0
16	1174	15481	<u>Baker Rd @ Hudson St</u>	1	0	2	0	2	1.0
17	1174	15481	<u>Main St @ Kensington St</u>	3	0	0	0	2	1.0

P84

1/22/2016

High-Frequency Crash Locations

18	1174	15481	<u>Dexter Ann Arbor Rd @ Carrington Dr</u>	3	2	0	0	0	1.0
19	1174	15481	<u>Dexter Pinckney Rd @ Samuel Dr</u>	2	2	0	1	0	1.0
20	1353	18506	<u>Main St @ Huron View Ct</u>	2	0	1	0	1	0.8

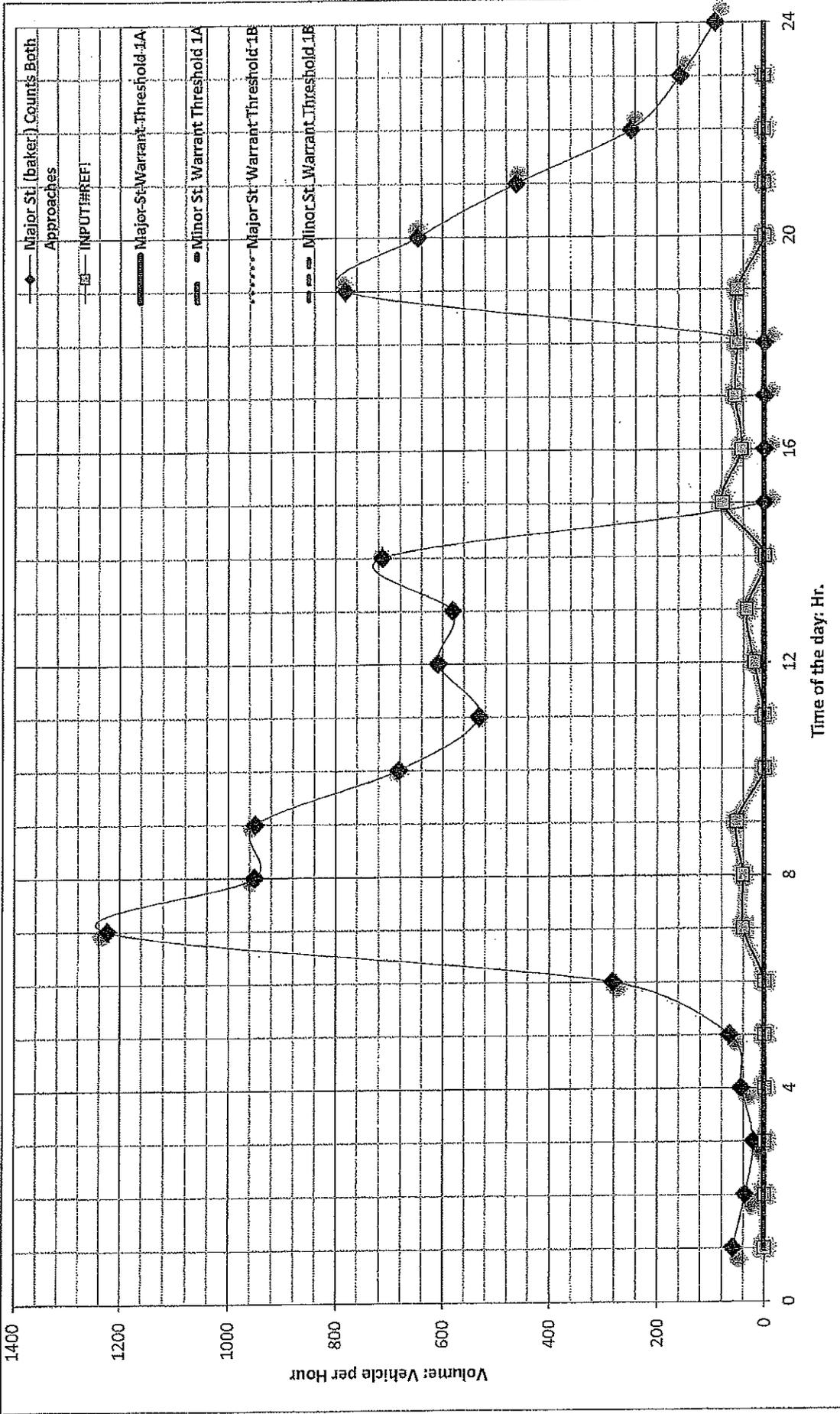


FIGURE 3: WARRANT 1A&B

IS THERE A REDUCTION IN THE WARRANT THRESHOLDS TO

56% ...

1- DUE TO SPEED? NO

2- DUE TO ISOLATED COMMUNITY WITH POPULATION LESS THAN

10,000? YES

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.: 2

NO. OF LANES ON MINOR ST.: 1

Number of Hours that met the Warrant: 0

Does this intersection meet Warrant

1A&B for signal installation? N/A

Data Collection Date: 1/13/2016

W2-70%

Michigan Manual of Uniform Traffic Control Devices Worksheet for Signal Warrants (Section 4C) WARRANT 2: Four-Hour Vehicular Volume													
Spot Number:	0												
Intersection:	baker @ grand												
Date:	1/22/2016	by	CAE										
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center;">2</td> <td>: No. of Lanes on Major St.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>: No. of Lanes on Minor St.</td> </tr> <tr> <td style="text-align: center;">35</td> <td>: Speed limit or 85th Percentile? (MPH)</td> </tr> <tr> <td style="text-align: center;">YES</td> <td>: Is the intersection within an isolated community?</td> </tr> <tr> <td style="text-align: center;">4400</td> <td>: What is the of the population isolated community?</td> </tr> </table>				2	: No. of Lanes on Major St.	1	: No. of Lanes on Minor St.	35	: Speed limit or 85th Percentile? (MPH)	YES	: Is the intersection within an isolated community?	4400	: What is the of the population isolated community?
2	: No. of Lanes on Major St.												
1	: No. of Lanes on Minor St.												
35	: Speed limit or 85th Percentile? (MPH)												
YES	: Is the intersection within an isolated community?												
4400	: What is the of the population isolated community?												
How Many Hours Are Met			0										
Is Warrant (70%) Met?			NO										

W3 B-70%

Michigan Manual of Uniform Traffic Control Devices Worksheet for Signal Warrants (Section 4C) WARRANT 3 B(70%): Peak-Hour Vehicular Volume													
Spot Number:	0												
Intersection:	baker @ grand												
Date:	1/22/2016	by:	CAE										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">2</td> <td>: No. of Lanes on Major St.</td> </tr> <tr> <td style="text-align: center;">1</td> <td>: No. of Lanes on Minor St.</td> </tr> <tr> <td style="text-align: center;">35</td> <td>: Speed limit or 85th Percentile? (MPH)</td> </tr> <tr> <td style="text-align: center;">YES</td> <td>: Is the intersection within an isolated community?</td> </tr> <tr> <td style="text-align: center;">4400</td> <td>: What is the of the population isolated community?</td> </tr> </table>				2	: No. of Lanes on Major St.	1	: No. of Lanes on Minor St.	35	: Speed limit or 85th Percentile? (MPH)	YES	: Is the intersection within an isolated community?	4400	: What is the of the population isolated community?
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YES	: Is the intersection within an isolated community?												
4400	: What is the of the population isolated community?												
How Many Hours Are Met			0										
Is Warrant (70%) Met?			NO										

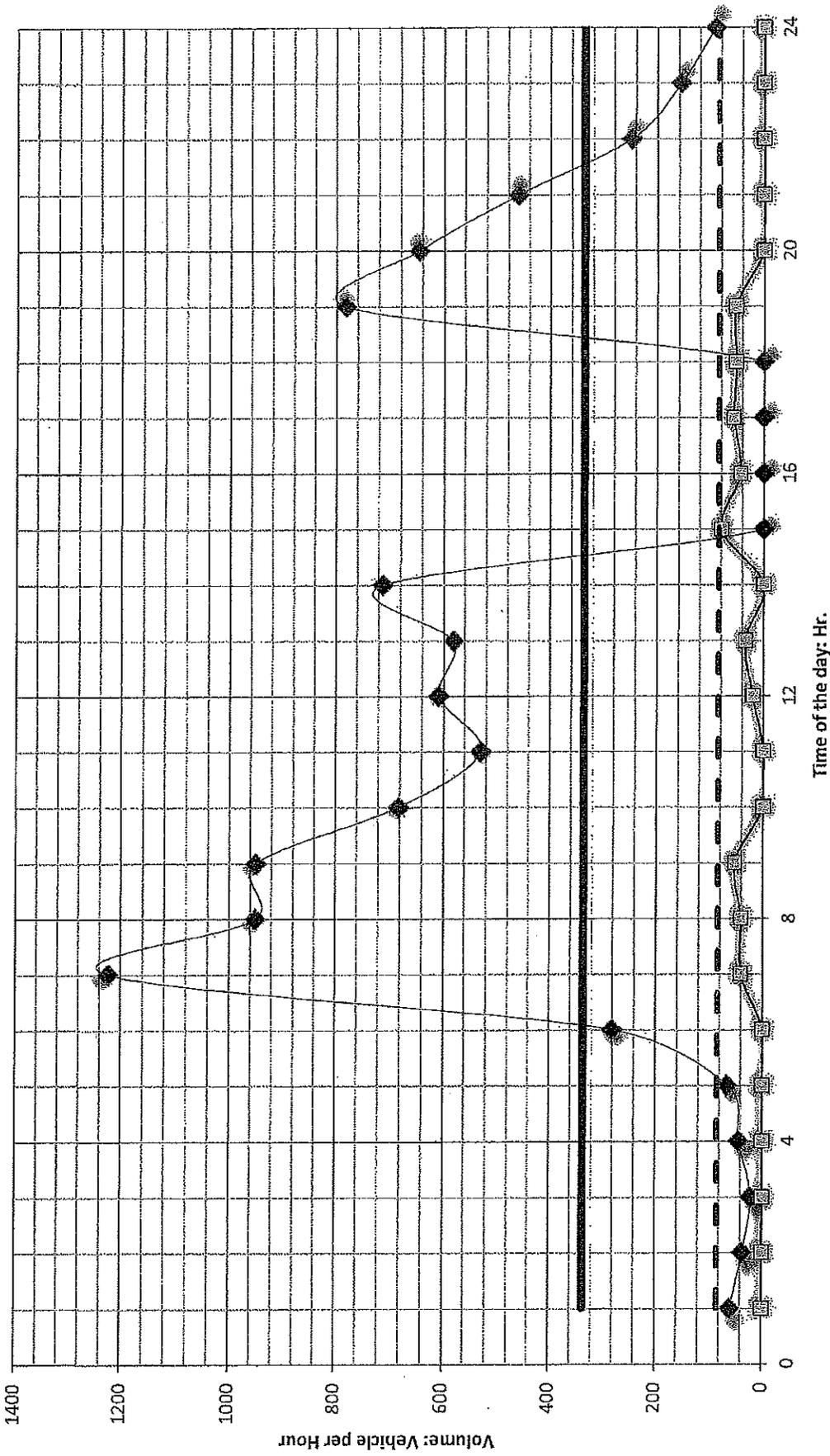


FIGURE 1: WARRANT 7A

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.? 2

NO. OF LANES ON MINOR ST.? 1

Is there a reduction in the Warrant Threshold to 56%: NO

Number of Hours that met the Warrant: 0

Does this intersection meet Warrant 7A for signal installation? NO

Major St. (baker) Counts Both Approaches

INPUT#REF!

Major St. Warrant Threshold

Minor St. Warrant Threshold

Data Collection Date: 1/13/2016

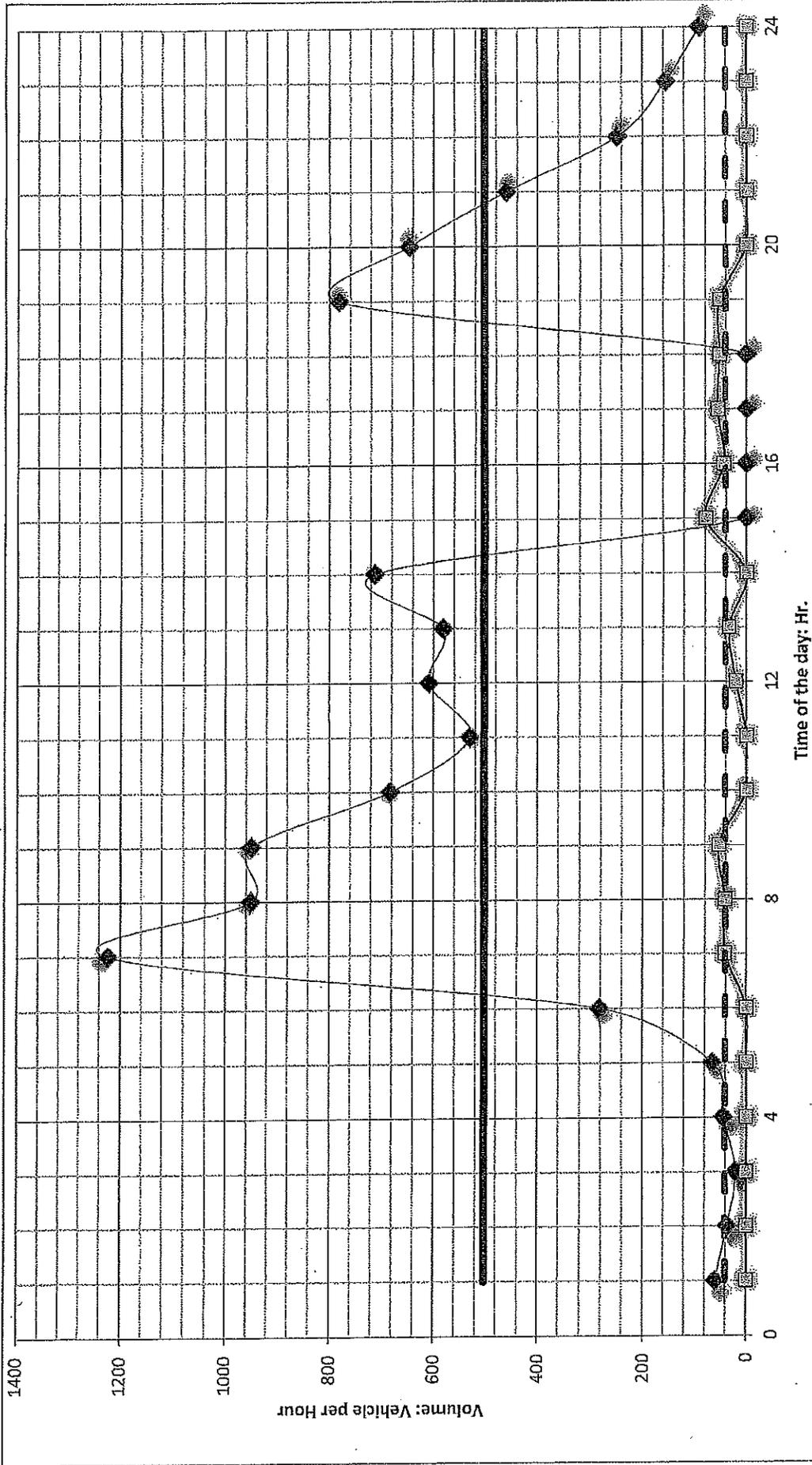


FIGURE 2: WARRANT 7B

Spot Number:

baker @ grand

NO. OF LANES ON MAJOR ST.? 2

NO. OF LANES ON MINOR ST.? 1

Is there a reduction in the Warrant Threshold to 56%? NO

Number of Hours that met the Warrant: 2

Does this intersection meet Warrant 7B for signal installation? NO

Major St. (baker) Counts Both Approaches

INPUT:REF!

Major St Warrant Threshold

Minor St. Warrant Threshold

Data Collection Date: 1/13/2016

Washtenaw County Road Commission
0080711009: September 2009 speed report

Location ID: 0080711009
 County: Washtenaw
 Community: Scio Twp
 Description: On Baker Rd at Shield Rd (school)

Functional Class: 01
 Ave Factor Group:

DATE	LANE	16 MPH	21 MPH	24 MPH	26 MPH	28 MPH	31 MPH	34 MPH	36 MPH	38 MPH	41 MPH	43 MPH	46 MPH	51 MPH	9999 MPH	TOTAL
Tue 1	SB															
Wed 2	SB															
Thu 3	SB															
Fri 4	SB															
Sat 5	SB															
Sun 6	SB															
Mon 7	SB															
Tue 8	SB															
Wed 9	SB															
Thu 10	SB															
Fri 11	SB															
Sat 12	SB															
Sun 13	SB															
Mon 14	SB															
Tue 15	SB															
Wed 16	SB															
Thu 17	SB															
Fri 18	SB															
Sat 19	SB															
Sun 20	SB															
Mon 21	SB															
Tue 22	SB	102	72	133	304	495	1693	1803	999	646	490	86	61	4	3	6891
Wed 23	SB															
Thu 24	SB															
Fri 25	SB															
Sat 26	SB															
Sun 27	SB															
Mon 28	SB															
Tue 29	SB															
Wed 30	SB															
Percentages		1.48%	1.04%	1.93%	4.41%	7.18%	24.67%	26.16%	14.50%	9.37%	7.11%	1.25%	.89%	.05%	.04%	100%
Totals		102	72	133	304	495	1693	1803	999	646	490	86	61	4	3	6891

**PLANNED UNIT DEVELOPMENT
DEVELOPMENT AGREEMENT
CITY OF DEXTER
AND
MMB EQUITIES, LLC**

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made this ____ day of _____, 2016, by and between the City of Dexter, of 8140 Main Street, Dexter, Michigan 48130, (hereinafter "City"), and MMB Equities, LLC, a Michigan Limited Liability Corporation, 7444 Dexter Ann Arbor Road, Suite F, Michigan 48130 (hereinafter "Developer").

WITNESSETH:

This Agreement is made based on the following underlying facts and circumstances:

- A. The City desires to promote a residential environment with diverse housing options for City residents, recognizing that a viable, healthy residential component is of primary importance to the overall health and vitality of the community.
- B. The City desires to preserve and strengthen the existing character of the downtown area as an historic, pedestrian-scaled community, with traditional site and architectural design creating an aesthetically memorable place with vibrant streetscapes and community spaces.
- C. The City encourages redevelopment along the Baker Road corridor, which serves the needs of Dexter's growing population.
- D. The City encourages common design elements, such as: architecture, streetscape, signage, and landscaping that promote continuation of the downtown theme along the Baker Road corridor.
- E. The City desire to provide a variety of safe, efficient modes of transportation to meet the needs of City residents and visitors.
- F. The City desired to encourage development in accordance with adopted the Master Plan.
- G. The City desires to support and encourage development consistent with the DDA Development Plan.
- H. The Developer is the owner in fee simple of 7.24 acres of real property (the "Property") at the southwest corner of Grand Street and Baker Road and more particularly described in Exhibit A attached hereto.
- I. Prior to execution of this Agreement, the Property was zoned I-1, Limited Industrial. Upon execution of the Agreement the Property shall be rezoned by the City to VR Village Residential with a PUD Planned Unit Development Overlay.
- J. The Developer intends to redevelop the Property with 68 attached residential condominium units; which will be served by public water and sanitary sewer services. This development will be completed pursuant to an approved Area Plan, which hereinafter will be referred to as Grandview Commons.
- K. Pursuant to the requirements of the Zoning Ordinance for the City of Dexter, the Developer has submitted to the City, and the City has approved, an Area Plan, an Area Plan Petition and supporting documentation (collectively, the "Area Plan"). The Area Plan and supporting documentation are set forth in Exhibit B.
- L. Subject to the execution and recording of this Agreement, the development illustrated and described in this Agreement and in the Exhibits attached hereto, is hereby approved in accordance with the authority granted to and vested in the City Council pursuant to Michigan Public Act 110 of 2006, as amended (the Michigan Zoning Enabling Act); Michigan Public Act 33 of 2008, as amended (the Michigan Planning Enabling Act); Michigan Public Act 59 of 1978, as amended (the

Michigan Condominium Act); and in accordance with the Zoning Ordinance of the City, as amended, except as modified herein and subject to the terms of this Agreement. The approval of Grandview Commons Planned Unit Development does not relieve the Developer from compliance with applicable provisions of the Michigan Condominium Act and the City of Dexter Zoning Ordinance, except as modified herein, nor shall it be deemed to confer any approval other than required by law.

- M. The City and the Developer now desire to enter into this Agreement which, among other things, shall set forth the mutual and respective covenants, obligations, and undertakings of the City and Developer with respect to the Planned Unit Development.

NOW THEREFORE, in consideration of the foregoing premises, which the City and Developer represent to be true and accurate, and which shall become part of the Parties' obligations herein, and the mutual and respective covenants, obligations, and undertakings of the Parties set forth below, the Parties, intending to be legally bound by this Agreement, agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms and phrases shall be defined as described below:
 - a. **Approved Area Plan:** The Area Plan approved by the City Council governing Planned Unit Development Projects, dated _____ and attached hereto as Exhibit X.
 - b. **Association:** The Grandview Commons Condominium Association, a Michigan non-profit corporation, requires mandatory membership of all unit owners within the Project who will become bound by the condominium documentation governing their use of the Project. The Grandview Commons Condominium Association assumes control of the common area within the Project and operations of the Project upon the recording of the Master Deed that establishes Grandview Commons at the office of the Washtenaw County Register of Deeds.
 - c. **Developer:** MMB-Equities, LLC, 7444 Dexter Ann Arbor Road, Suite F, Michigan 48130, a Michigan corporation, its successors and/or assigns. In the event of a transfer of ownership, Developer, as defined above, shall remain responsible for the performance of any of its obligations hereunder that have matured and are unperformed as of the date of transfer. The Developer has control over maintenance of the Property until such time as the Master Deed establishing the condominium as the Project is recorded at which time the maintenance of the general common elements in the condominium shall be the obligation of the Association.
 - d. **Final Site Plan:** The detailed drawings of the Project submitted and reviewed in accordance with Article 21, Section 21.04-E, of the City Zoning Ordinance
 - e. **Parties:** The Developer, City and Association. If more than one person or entity is the Developer, City or Association, the obligation imposed on that party shall be joint and several.
 - f. **Project:** Certain land located in the City of Dexter, commonly known as Grandview Commons located on the south side of Grand Street, at the southwest corner of Grand Street and Baker Road, which encompasses 7.24 acres of land, as described in Exhibit X of this Agreement ("Property"), to be developed as attached residential condominium units, as approved by the Planning Commission and City Council in the Area Plan.
 - g. **City:** The City of Dexter, a Michigan municipal corporation, Washtenaw County, Michigan.
2. **Permitted Use of the Property.** The Area Plan for Grandview Commons shall permit the Developer to redevelop the Property, in accordance with the terms of this Agreement for the following uses: sixty-eight (68) residential dwelling units.
3. **History of the Review Procedure and Action taken by the Planning Commission and City Council.** The following is a summary of the actions taken by the Planning Commission

and City Council, in association with this project:

- a. Area Plan Review. Review and public hearing by the Planning Commission, with recommendation of approval on _____, 2016 and approval by City Council on _____, 2016.
 - b. Planned Unit Development Final Site Plan Review. Review by the Planning Commission, with recommendation for approval on _____, 2016 and approval by City Council on _____, 2016.
4. **Plan and Documents Submitted by the Applicant.** The approved PUD Area Plan (Exhibit B) incorporates the material representations the Developer made in the following plan and documents submitted in pursuit of PUD approval to the extent that such representations are not inconsistent with the recitals and terms contained herein:
- a. Area Plan Petition submitted to the City on February 1, 2016.
 - b. Plans prepared by Metro Consulting Associates, dated/revision dated January 27, 2016, consisting of the following:
 - Area Plan
 - Preliminary Topographic Plan
 - Conceptual Utility Plan
 - Conceptual Landscaping Layout
 - Parallel Plan
 - c. Studies and Technical Memorandum(s)
 - Traffic Impact Analysis dated, January 2016, prepared by C&A Engineers.
 - Impact assessment regarding natural resources and natural features; economic impacts on City services, etc.; and short and long term impacts, including duration, dated February 1, 2016, prepared by MMB Equities and others.

The City enters into this Agreement on the assumption that all plan and supporting documentation submitted to the City are true and accurate. If any plan, documents or statements that are material to the project are materially untruthful or inaccurate, then such plan, documents, or statements shall be deemed a violation of the Zoning Ordinance. The remedies for such violation shall be such as are provided by law or equity for violation of a Zoning Ordinance. If there are any discrepancies between the supporting documentation and this Agreement, including Exhibits, this Agreement shall control.

5. **Effects of Area Plan Approval,**

- a. The Developer and the City acknowledge and agree that rezoning of the Property to VR Village Residential constitutes approval of the Area Plan (Exhibit B) as the plan for general configuration, road layout, location and amount of land occupied by permitted uses, and easements, subject to final site plan approval and condominium document review and recording.
- b. References in this Agreement to activities by the Developer in relation to this PUD are intended to include the Developer's transferees, assigns, and any subsequent owner of the Property, unless the context dictates otherwise.
- c. To the extent that development of the Property in accordance with this Agreement and Plan deviate from Zoning Ordinance regulations, this Agreement and the Area Plan shall control. All improvements constructed in accordance with this Agreement and Plan shall be deemed conforming under the Zoning Ordinance. All references in this Agreement to the Zoning Ordinance shall be deemed to refer to the Zoning Ordinance in effect as of the date of this Agreement. The project shall not be subject

to any additional zoning requirements contained in any amendment or additions to the Zoning Ordinance that conflict with the provisions of this Agreement or the Plan, unless the Plan is materially altered at the request of the Developer and with the approval of the City.

6. **Permits from Review Authorities**

Developer will be required to obtain permits for all requirements from all jurisdictions having authority over the project, including the City of Dexter, Washtenaw County and the State of Michigan. The City will cooperate with the Developer's efforts to obtain such permits and will execute such applications, permits or other documents required of the City by the applicable State and County regulatory agencies.

7. **Creation of Condominium Association; Maintenance Responsibilities**

Developer will record and provide recorded copies of the Grandview Commons Master Deed and Bylaws governing the project and the Association.

8. **Phasing**

Developer has proposed a maximum of 2 Phases within the Master Deed and Bylaws.

9. **Easements**

Developer will provide all necessary public utility easements as noted on the Final Site Plan. The City wills Quit Claim the property referenced in Exhibit C.

10. **Utilities**

- a. **Allocation of Residential Equivalency Units (REUs).** The City allocates fifty (50) sanitary sewer REUs of capital charges to be used by the Developer or builders within the PUD.

11. **Issuance of Zoning Compliance and Building Permits**

Final Zoning Compliance will be issued upon completion of individual duplex and brownstone units. Any incomplete site work will require posting of a Performance Guarantee to assure the completion. Final Zoning Compliance will be issued upon completion of individual stacked units. Landscaping completion will not be required until the Final Zoning request for the last unit. Any incomplete site work will require posting of a Performance Guarantee to assure completion.

12. **Engineering**

Final Site Plan Review will include engineering details in accordance with City standards, with the exception of the pavement cross section. As discussed in the Pre Application meeting the Developer will reuse the crushed concrete from the building demolition for base material under all pavement areas in the project. The sand subbase will not be required.

13. **Private Infrastructure Inspections**

The Developer will construct the proposed private infrastructure in accordance with the approved site plan and will not be required to have on-site City Engineering inspections for private infrastructure, including stone base, paving, concrete, and private storm sewer.

14. **Public Infrastructure Inspection**

The City will be responsible for inspection to re-route the existing public storm sewer.

15. **Construction Activity – Hours of Operation and Penalties**

Exterior construction will be limited from 7:00 am – 7:00 pm. Interior construction will be limited from 6:00 am – 8:00 pm.

16. **Modification to Agreement and/or Area Plan**

- a. **Written Easements; ZBA Authority; Minor Amendments.** This Agreement may not be modified, replaced, amended, or terminated, without the prior written consent of the City Council and the Developer or its successors in title to the Property as of the date of the modification, replacement, amendment, or termination. The City of Dexter Zoning Board of Appeals shall not have any authority to grant any variances for any of the subject matter contained within this Agreement.

Minor modifications to the approved PUD plans may be approved by the Zoning Administrator, which approval shall not be unreasonably withheld; any such modification shall not require an amendment to this Agreement. Minor modifications that may be approved include:

- A change in residential floor area.
- An increase in nonresidential floor area of five (5) percent or less.
- Horizontal and/or vertical elevation changes of five (5) percent or less.
- Designated "Areas not to be disturbed" or open space may be increased.
- Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
- Changes to building materials to another higher quality material.
- Changes in floor plans, which do not alter the character of the use.
- Slight modification of sign placement or reduction of size.
- Minor variations in layout, which do not constitute major changes.
- An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

- b. **Amendments.** The Developer and the City agree to amend this Agreement and the Exhibits attached hereto as may be necessary or required to comply with the requirements of any federal, state or county statute, ordinance, rule, regulation, or requirement relating to the PUD, and that any such amendment shall be effective as if originally set forth herein. In addition, the Developer and the City agree to this Agreement and the Exhibits attached hereto as may be appropriate, necessary, or required in order to conform to any final surveys and engineering requirements and any final plats or plans that shall have been approved by the City of Dexter from time to time.

17. **Performance Guarantee.** Prior to scheduling of a pre-construction meeting, the Developer shall submit a performance guarantee as required by the City to assure timely and proper completion of proposed public improvements.
18. **Approval Runs with the Land.** The approval of the Area Plan and potentially the subsequent PUD described herein and the Exhibits attached hereto, and the terms, provision, and conditions of this Agreement run with and bind the land, and shall bind an inure to the benefit of the successors and assigns of the parties thereto, in the event that the Developer conveys or otherwise transfers its interest in the Property, the Developer shall have the right to assign to its grantee or transferee the Developer's rights and obligations under this Agreement, and upon such assignment, the Developer shall have no further obligations or liability hereunder; provided such obligations and liabilities are assumed by such grantee or transferee. This approval shall not expire.

19. **Recording of Agreement.** The Developer shall record an executed copy of this Agreement with the Washtenaw County Register of Deeds, and provide evidence of such action to the City prior to issuance of any permits to commence construction in accordance with the Plan.
20. **Governing Law.** This Agreement shall be construed under the laws of the State of Michigan.
21. **Violation.** In the event there is a failure to perform any obligation or undertaking required under or in accordance with this Agreement and the attachments thereto, in addition to any actions authorized under City ordinances and/or state laws, the City shall have the right, but not the obligation, to serve written notice upon Developer or successor owners (for purposes herein, "Owner"), setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other body, or official delegated by the City Council, to allow Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If the City Council or the other designated body determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, the City shall then have the power and authority, but not the obligation, to take any or all of the following actions:
- a. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligations or take such corrective measures as reasonably found by the City to be appropriate.
 - b. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. In the event the City is the prevailing party in such litigation, Owner shall pay all court costs and attorney fees incurred by the City in connection with such suit.

The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to Owner. If such costs and expenses have not been paid within thirty (30) days of a billing to Owner, all unpaid amounts may be placed on the delinquent tax rolls of the City relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against Owner and, in such event, Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds.

Any failure or delay by the City to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

22. **Entire Agreement: Termination.** This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and may not be modified replaced or amended, without the prior written consent of the Developer and the City of Dexter.
23. **Authority.** The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the parties hereto.
24. **Remedies Cumulative.** The remedies provided for herein are cumulative. The failure of a party to enforce its rights with respect to any breach hereof will not constitute a waiver by the party of its rights with respect to subsequent breaches.
25. **Notice.** Any notices required by the terms of this Agreement shall be in writing, and mailed to

the other party via the United States Postal Service addressed to such party at the address set forth, at the beginning of this Agreement, or to such other address as one party may provide to the other by notice.

- 26. **Exercise of Performance.** Each party is excused from performance of any of the requirements of this Agreement when non-performance is the result of acts of God or other conditions, events, or occurrences beyond the control of such party.

SIGNATURE PAGE FOLLOWS

DRAFT

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

GRANDVIEW COMMONS CONDOMINIUM ASSOCIATION

ID NUMBER: 71862N

received by facsimile transmission on January 7, 2016 is hereby endorsed.

Filed on January 11, 2016 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of January, 2016.

Julia Dale

**Julia Dale, Acting Director
Corporations, Securities & Commercial Licensing Bureau**

CSC1-CO-502 (Rev. 8/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received		
	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 Joy M. Glovick Conlin, McKenney & Philbrick, P.C.		
Address 350 South Main Street, Suite 400		
City	State	Zip
Ann Arbor	Michigan	48104-2131
		EFFECTIVE DATE:
<div style="border: 1px solid black; width: 200px; height: 20px; margin: 0 auto;"></div>		

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporator for the purpose of forming a non-profit corporation, hereinafter referred to as Association, under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I

The name of the corporation is Grandview Commons Condominium Association.

ARTICLE II

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

1. To manage and administer the affairs of and to maintain Grandview Commons, a condominium (hereinafter called the "Condominium").
2. To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.
3. To carry insurance and collect and allocate the proceeds.

4. To rebuild improvements to the common elements after casualty.
5. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.
6. To own, maintain and improve and to buy, sell, convey, assign, mortgage, or lease any real or personal property (including any unit in the Condominium, easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
7. To borrow money and issue evidences of indebtedness in furtherance of any and all of Association business purposes, 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 the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.
8. To contract for cable television or other equivalent telecommunication services to the Condominium that shall be available for all co-owners and the expenses for which may be assessed equally to all co-owners as part of their individual monthly assessments.
9. To make reasonable rules and regulations governing the use and enjoyment of units and of the Condominium by co-owners and their tenants, guests, employees, invitees, families, and pets, and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.
10. To enforce the provisions of the Condominium documents.
11. To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase or guarantee by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.
12. To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.
13. 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 of Directors.
14. To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium. The Board of Directors shall provide at least a ten

(10) day written notice to all co-owners on actions proposed by the Board of Directors with regard thereto.

15. To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or By-Laws or by the Michigan Condominium Act, as amended.

ARTICLE III

Said Association is organized upon a non-stock basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	None

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

Assessment of Members

Said Association is formed on a membership basis.

ARTICLE IV

Location of the first registered office is: 7444 Dexter-Ann Arbor Road, Suite F, Dexter, Michigan 48130.

Post office address of the first registered office is: 7444 Dexter-Ann Arbor Road, Suite F, Dexter, Michigan 48130.

The name of the first resident agent is: Steven P. Brouwer.

ARTICLE V

The name and place of business of the incorporator are as follows:

Joy M. Glovick
 350 S. Main Street, Suite 400
 Ann Arbor, Michigan 48104-2131

ARTICLE VI

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote therein were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE VII

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

1. Each co-owner (including the Developer) of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership.
2. Membership in the Association shall be established by acquisition of fee simple title to a unit in the Condominium, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such condominium unit and the furnishing of evidence of same satisfactory to the Association (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 Association, and the membership of the prior co-owner thereby being terminated.
3. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Condominium.
4. Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII

A director or volunteer officer shall not be personally liable to the Association or its co-owners for monetary damages for breach of the director's or volunteer officer's fiduciary duty, except where there is:

1. The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;
2. Intentional infliction of harm on the corporation, its shareholders, or members;
3. A violation of Michigan Compiled Laws Section 450.2551;
4. An intentional criminal act; or
5. A liability imposed under Michigan Compiled Laws Section 450.2497(a).

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the co-owners of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE IX

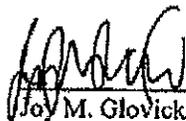
The Association assumes the liability for all acts and omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met:

1. The volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority;
2. The volunteer was acting in good faith;
3. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
4. The volunteer's conduct was not an intentional tort; and
5. The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the incorporator, sign my name this 6th day of January, 2016.


Joy M. Glovick

MASTER DEED

GRANDVIEW COMMONS

THIS MASTER DEED is made and executed on this _____ day of _____, 2016, by **MMB Equities, LLC**, a Michigan limited liability company, whose office is located at 7444 Dexter-Ann Arbor Road, Suite F, Dexter, Michigan 48130, in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended).

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located in the City of Dexter, County of Washtenaw, Michigan, described as follows:

[INSERT LEGAL DESCRIPTION]

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Grandview Commons as a condominium under the Act and does declare that Grandview Commons shall, after such establishment, be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said Condominium, it is provided as follows:

ARTICLE I

DEFINITIONS

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

(1) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(2) "Association" means Grandview Commons Condominium Association, the non-profit corporation organized under Michigan law of which all co-owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association 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.

(3) "Bylaws" means the corporate By-Laws of the Grandview Commons Condominium Association, the Michigan non-profit corporation organized to manage, maintain, and administer the Condominium.

(4) "Common elements" where used without modification, shall mean the general and limited common elements described in Article IV hereof.

(5) "Condominium" means Grandview Commons established in conformity with the provision of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Grandview Commons as described above.

(6) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligation of the co-owners required by Section 3 (8) of the Act to be recorded as part of the Master Deed.

(7) "Condominium documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, if any, of the Association.

(8) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(9) "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, the period commencing with the

recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

(10) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract vendee, and both the land contract vendor and vendee shall have joint and several responsibility for assessments by the Association.

(11) "Developer" means MMB Equities, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns.

(12) "First annual meeting" means the initial meeting at which nondeveloper 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 (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (ii) must be held within (a) 54 months from the date of the first unit conveyance, or (b) 120 days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

(13) "Mortgage" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Grandview Commons.

(14) "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 the Developer exceed the votes which may be cast by the Developer.

(15) "Unit" means the space constituting a single complete condominium unit in Grandview Commons, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. The term "condominium unit" whenever used herein shall be synonymous with the term "unit".

(16) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the 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 II

TITLE OF CONDOMINIUM

The Condominium shall be known as Grandview Commons, Washtenaw County Condominium Subdivision Plan No. _____. The architectural plans for the Condominium were approved by the City of Dexter, Washtenaw County, Michigan. The Condominium is established in accordance with the Act.

ARTICLE III

NATURE OF CONDOMINIUM

(1) The buildings and units contained in the Condominium, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to common elements of the Condominium.

(2) Each co-owner in the Condominium shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium as are designated by the Master Deed.

(3) No co-owner shall use his condominium unit or the common elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his condominium unit or the common elements.

ARTICLE IV

COMMON ELEMENTS

The common elements of the Condominium described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, repair or replacement thereof are as follows:

(1) The general common elements are:

a. The land described in page one hereof, including driveways, roads, sidewalks, and parking spaces not designated as limited common elements which may be assigned by the Developer or the Association for use by specific units if overcrowding occurs.

b. The electrical wiring network throughout the Condominium up to, but not including, the electric meter for each unit.

c. The natural gas line network throughout the Condominium up to, but not including, the gas meter for each unit.

d. The telephone, telecommunication and television wiring networks, and internet access, throughout the Condominium up to, but not including, connections to provide service to individual units.

e. The plumbing network throughout the Condominium, including that contained within unit walls up to, but not including, the point of connection with plumbing fixtures within any unit.

f. The water distribution system, sanitary sewer system and storm drainage system throughout the Condominium.

g. The foundations, supporting columns, unit perimeter walls (including windows, doors and heating ducts therein), roofs, ceilings, floor construction between unit levels, basement and garage floors.

h. The fire suppression systems, if any, installed by the Developer and located within the Condominium, including those contained within the unit walls. Smoke detectors are not included or intended to be part of any fire suppression system for purposes hereof.

i. Such other elements of the Condominium not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

j. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

Some or all of the utility lines (including mains and service leads) and equipment described in Article VI, paragraphs (1) (b), (c), (d), (e), and (f) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of interest, if any.

(2) The limited common elements are:

a. Certain garages are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto with numbers which correspond to the unit to which such garages respectively appertain.

b. The interior of each garage, together with the garage door and any door opening mechanism, shall be limited in use to the co-owner of the unit to which such garage is appurtenant.

c. Each individual porch in the Condominium is restricted in use to the co-owner of the unit which opens into such porch, as shown on Exhibit "B" hereto.

d. Each individual patio or deck in the Condominium is restricted in use to the co-owner of the unit which opens into such patio or deck as shown on Exhibit "B" hereto. Not all patio or deck areas have been presently dimensioned and designated in Exhibit "B" hereto, it being the purpose of the Developer to designate and dimension

such patio areas in a subsequent recording of an amended Exhibit "B," such right of amendment being hereby reserved solely unto the Developer without the necessity of consent or of execution by any other person interested in the Condominium, whether as a co-owner, mortgagee or otherwise.

e. Each individual exterior air conditioner compressor and the pad upon which it sits shall be restricted in use to the co-owner of the unit to which it is connected.

f. Each individual balcony in the Condominium is restricted in use to the co-owner of the unit which opens into such balcony as shown on Exhibit "B" hereto.

g. The interior surfaces of unit perimeter walls (including windows and doors therein), fireplaces, ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

(3) The respective responsibilities for the insurance, maintenance, decoration, repair, and replacement of the common elements are as follows:

a. The cost of insurance, maintenance, repair, and replacement of the limited common elements described in Article IV, paragraphs 2(b), 2(d), 2(e) and 2(f) above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

b. The cost of maintenance, repair and replacement of the doors (including garage doors), locks, window glass, screens, and that portion of the window frame attached to the glass referred to in Article IV, paragraph 1(g), due to wear, tear and deterioration by the elements, and any other expense not normally covered by the hazard insurance provided by the Association with regard thereto, such as the deductible amount of the insurance coverage, shall be borne by the co-owner of the unit in which such general common elements are located.

c. The cost of insurance, maintenance, repair, and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds, including any deductible amount. The cost of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV, paragraphs 2(f) and 2(h) shall be borne by the co-owner of each unit to which such surfaces are appurtenant.

d. The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, individual basement sump pumps, dishwasher,

refrigerator, stove, oven, garbage disposal, internal heating fixtures, air conditioning equipment, lighting fixtures, and other items servicing a unit that are not general common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

e. The individual co-owners shall be responsible for the cost and installation of bulbs within the light fixtures at the front and back of their respective units, although the fixtures themselves shall be maintained by the Association.

f. In the event a co-owner fails to maintain, decorate, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such common elements, all at the expense of the co-owner of the unit. Except in the case of an emergency, when no advance notice shall be required, the Association shall give the defaulting co-owner ten (10) days' advance written notice of the work to be performed, and a grace period of thirty (30) days thereafter to complete the work, prior to the Association undertaking any of the work itself. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any co-owner, shall be assessed against such co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(4) Until the Developer has sold all of the units in the Condominium, or no later than six (6) years from the date of recording this Master Deed, whichever event first occurs, it may, in its sole discretion, (a) modify the dimensions of unsold units and the general common elements, by enlargement, combination, division or reduction in size and (b) make such other alterations as it deems necessary or appropriate to any unsold units or the general common elements. However, no such modifications or alterations may be performed which would unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any unit sold by Developer which adjoins or is proximate to the modified unit. A co-owner's unit dimensions may not be modified without the co-owner's consent. Other than with regard to previously sold units, all space in the Condominium, since it is or could be affected by such a modification or alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit "B." Such space may be converted, in the Developer's sole discretion, into portions of a unit or general common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person. No unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this

Master Deed effectuating such modification is recorded. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed and irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

(1) Each unit of the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of Grandview Commons, as surveyed by _____ and attached hereto as Exhibit "B". Each unit shall include: (1) with respect to each unit basement (if a basement for such unit is indicated on Exhibit "B") all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement plans in Exhibit "B" have been physically measured by Bowers and Associates. In the event that the dimensions on the measured basement plan of any specific unit differ from the dimensions on the typical basement plan for such unit shown in Exhibit "B," then the typical upper plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured basement plan. The architectural plans and specifications for the Condominium have been filed with the City of Dexter.

(2) The percentage of value assigned to each unit in this sixty-eight (68) unit condominium is set forth in subparagraph 3 below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association. Notwithstanding anything else contained herein to the contrary, expenses that are billed to the Association based on an equal amount for each unit, such as cable television or management services, shall be shared equally by all co-owners. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B"), not inclusive of any basement area, to the total (nonbasement) square footage of floor space in all units in the Condominium. The total value of the Condominium is one hundred percent (100%). Each co-owner's maximum percentage value of undivided interest in the common elements in the Condominium based upon this sixty-eight (68) unit phase of the development is _____ percent (___%), which is subject to diminution to no less than a minimum value of _____ percent (___%) based upon the full sixty-eight (68) unit development.

(3) Set forth below are:

a. Each condominium unit number as it appears on the Condominium Subdivision Plan.

b. The percentage of value assigned to each condominium unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
--------------------	-------------------------------------

[NEED TO COMPLETE]

ARTICLE VI

RIGHTS OF MORTGAGES

Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(4) Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act; provided, however, if there is now or hereafter provision for addition to or expansion of the Condominium, then a change in the pro rata interest or obligations of any individual unit for (a) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the Condominium is subject for addition or expansion complies with the following limitations:

a. co-owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum;

b. the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed, together with a description of the real property which will become subject to the Condominium if such alternative percentage interest becomes effective; and

c. no change in the percentage interest in the common elements may be effected pursuant to such provision later than the time period set forth in Section 67(3) of the Act.

(5) Each first mortgagee has the right to examine the books and records of the Association.

(6) No co-owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice any time thereafter without cause or payment of a termination fee.

(8) Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the Condominium documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO CONDOMINIUM

In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the Condominium By-Laws attached hereto as Exhibit "A".

ARTICLE VIII

EASEMENTS

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 the maintenance of such encroachment for so long as such encroachment exists. Easements for the benefit of the Association and all co-owners shall also exist to, through and over those portions of the land, structure, building, improvements, ceilings, floors, and walls (including interior unit ceilings, floors and walls) contained therein for the continuing maintenance, modification, alteration, repair, and replacement of all utilities in the Condominium and for interior access to general common element basement sump pumps and water shut-off valves that provide water to the common elements. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Developer and/or the Board of Directors of the Association may grant such easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article IX hereof; subject, however, to the approval of the Developer so long as the construction and sales period has not expired.

ARTICLE IX

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, drives, walkways, or other improvements in the Condominium for the purposes of ingress and egress to and from any land contiguous to Grandview Commons, whether or not owned by the Developer as of the date hereof. All expenses of maintenance, repair, replacement, and resurfacing of any such commonly shared roads, drives, walkways, or other improvements in this Condominium or on such contiguous land shall be shared by this Condominium and any developed portions of such contiguous land. The co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses for said commonly shared roads, drives, walkways, or other improvements, which share shall be determined by multiplying such expenses times a fraction, and numerator of which is the number of units in the Condominium, and the denominator of which is comprised of the number of such units plus all other equivalent units on the contiguous land. The Developer also reserves the right to dedicate, for the use of the public, any drives, roadways, sidewalks, over and across the Condominium to any state, county or local units of government or private or public utility companies. The Developer further reserves the right to grant easements or licenses over, under and across the Condominium to governmental units or

public or private utilities with respect to utilities that service the Condominium or the land contiguous to Grandview Commons.

ARTICLE X

RESERVATION OF UTILITY EASEMENTS

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land contiguous to Grandview Commons which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described in page one of the Master Deed, including, but not limited to electricity, gas, telecommunications, sanitary sewer and water mains, storm sewer mains, drainage ways or detention areas; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium to as near its original state as possible immediately prior to such utilization, tapping, tying-in, extension, or enlargement. Utility companies and governmental units furnishing utility services such as water, sanitary sewer, storm water, electricity, telephone, television, cable services, gas, and other similar services shall have access to the common elements and the units as may be reasonable for the installation, repair, maintenance, or replacement of such utilities.

ARTICLE XI

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

The Association, acting through its lawfully constitutes 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 general common elements of the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Condominium documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

ARTICLE XII

AMENDMENT OR TERMINATION

Except as provided in preceding paragraphs as set forth above, the Condominium shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

(1) The Condominium documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or materially impair the security of a mortgagee as defined in Section 90a of the Act. The Developer, for itself (until one (1) year after the end of the construction and sales period) and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Condominium documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium documents, changes required by the City of Dexter or any other public authority having jurisdiction over the Condominium, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating 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, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages, and to provide descriptions and assign responsibility for common elements constructed, but not previously disclosed in the Master Deed, shall be examples of amendments which do not materially alter or change the rights of a co-owner or mortgagee.

(2) If there is no co-owner other than the Developer, the Developer, with consent of any interested mortgagee, may unilaterally terminate the Condominium or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

(3) If there is a co-owner other than the Developer, then the Condominium shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated co-owners of condominium units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the condominium units, with each mortgagee to have one (1) vote for each unit covered by its mortgage. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

(4) Agreement of the required majority of co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of the ratification thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(5) Upon recordation of an instrument terminating a Condominium, the property constituting the Condominium shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the unit.

(6) Upon recordation of an instrument terminating a Condominium, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

(7) The Condominium documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each unit covered by its mortgage) and the co-owners of the individual units. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all co-owners entitled to vote as of the record date for such votes.

(8) The Condominium documents may not be amended, so as to affect the site plan for the Condominium approved by the City of Dexter without the advance written approval of the City of Dexter, and no provision in the Condominium documents which specifically applies to or grants rights to the City of Dexter may be released, changed, modified, or amended without the advance written approval of the City of Dexter.

(9) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment to the condominium documents except for the amendments based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(10) A Master Deed amendment, including the Consolidating Master Deed, dealing with the addition, withdrawal or modification of units or other physical characteristics of the Condominium shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the Condominium.

(11) During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Washtenaw County Register of Deeds in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, and those rights and powers shall automatically be assigned as a matter of law to the Association, at the conclusion of one (1) year after the end of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

MMB Equities LLC, Developer

By: _____, Member

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On _____, 2016, _____ appeared before me, and stated under oath that he is the Member of MMB Equities LLC, a Michigan limited liability company, and that this document was signed on behalf of the company, and he acknowledged this document to be the free act and deed of the company.

 _____, Notary Public
 _____ County, Michigan
 Acting in Washtenaw County
 My commission expires:

This document was prepared by
and when recorded return to:
Joy M. Glovick
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

DRAFT

EXHIBIT A
GRANDVIEW COMMONS
BY-LAWS
ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. Grandview Commons, a condominium, located in the City of Dexter, County of Washtenaw, and State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan and responsible for the management, maintenance, operation, and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, the Association By-Laws, the duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any condominium unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

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

b. The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his condominium unit in the Condominium.

c. Except as limited by these By-Laws, each co-owner who is current in the payment of his assessments shall be entitled to one (1) vote for each condominium unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentage allocated to the condominium unit owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both by value and by number.

d. No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a condominium unit in the Condominium to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the co-owner for voting purposes. Except as provided in Article I, Section 6 of these By-Laws, no co-owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 6 of

Article I. 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 2(e) of this Article I or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one (1) vote for each unit which it owns.

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

f. Each co-owner shall notify the Association in writing of the name and address of the mortgagee for his unit, as well as when there is no longer a mortgage on the unit.

g. There shall be annual meetings of the members of the Association, commencing with the first annual meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mail or delivery to each individual representative designated by the respective co-owners.

h. The presence in person or by proxy of thirty percent (30%) in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically set forth herein to require a greater quorum. The written vote of any person, furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

j. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value 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, a majority may be required to exceed the simple majority hereinabove set forth and may be required to be one (1) of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

k. Other provisions as to voting by members not inconsistent with the provisions herein contained may be set forth in the Association By-Laws.

Section 3. The Association shall keep current copies of the recorded Master Deed, all amendments to the Master Deed and other Condominium documents for the Condominium, and detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such Condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective purchasers and their mortgagees of condominium units in the Condominium. Such accounts shall be open for inspection by the co-owners during reasonable working hours, and the books and records shall be audited at least once each year by qualified independent auditors, if requested in writing by any co-owner; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The cost of such professional accounting assistance shall be an expense of administration. Income, expenses and position statements shall be prepared at least once annually and distributed to each co-owner, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon written request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof. If an audited statement is not available, any holder of a first mortgage on a unit in the Condominium shall be allowed to have an audited statement prepared at its own expense. The provisions of this section notwithstanding, the Board of Directors may deny an inspection requested by a co-owner under MCL 450.2487 for documents other than those included in MCL 559.168 or MCL 559.157 if the Board of Directors makes a good faith determination that either of the following apply: (a) the requested inspection would impair the rights of privacy or free association of the co-owners or (b) the requested inspection would impair the lawful purposes of the Association.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association, except for the first Board of Directors which is designated by the Developer prior to the first annual meeting of members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors not inconsistent with the following shall be provided by the Association By-Laws.

a. 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 that are not

prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing duties imposed by these By-Laws 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 By-Laws, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs and maintenance of the Condominium and the common elements thereof.

(2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate and to impose late charges for nonpayment of said assessments.

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

(4) To rebuild improvements to the common elements after casualty.

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

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

(7) 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 the affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.

(8) To contract for cable television or other equivalent telecommunication services to the Condominium that shall be available for all co-owners and the expenses for which may be assessed equally to all co-owners as part of their individual monthly assessments.

(9) To make reasonable rules and regulations governing the use and enjoyment of units and of the Condominium by co-owners and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings.

(10) To enforce the provisions of the Condominium documents.

(11) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, and any other agency of the Federal government or the State of Michigan, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

(12) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

(13) 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.

(14) To assert, defend or settle claims on behalf of all co-owners in connection with the common elements of the Condominium. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

(15) To do anything required of or permitted to it as administrator of the Condominium by the Condominium By-Laws or by the Michigan Condominium Act, as amended.

b. The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto), at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, 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. A. R. Brouwer Company shall provide that such management for a term of not less than fifty-four (54) months, renewable by agreement of the parties for successive periods, and no such contract shall violate the provisions of Section 55 of the Act.

c. All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named by the Developer before the first annual meeting of members shall be binding upon the Association in the same manner as though such

actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members, so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of the officers of the Association, and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated, but only upon the affirmative vote of sixty percent (60%) of all co-owners in number and in value.

Section 6. The first annual meeting of the members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) in number and in value of all units have been sold and the purchasers thereof qualified as members of the Association, with said Condominium to be constructed with a maximum of sixty-eight (68) condominium units, but in no event later than fifty-four (54) months after the first conveyance of title to a unit in the Condominium to a nondeveloper co-owner. The Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings shall be held as specified in the By-Laws of the Association. Upon the sale of seventy-five percent (75%) in number and in value of all units in the development, the transitional control date shall occur, which is the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

a. Within one (1) year after conveyance of legal or equitable title to the first unit in the Condominium to a nondeveloper co-owner or within one hundred twenty (120) days after conveyance to nondeveloper co-owners of one-third (1/3) of the total number of units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper co-owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are appointed/elected. The purpose of the Advisory Committee shall be to meet with the Board of Directors to facilitate communications between the Board of Directors and the nondeveloper co-owners and to aid in the transition of control of the Association from the Developer to the other co-owners. The Advisory Committee shall cease to exist automatically when the nondeveloper co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and

replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected thereto by the nondeveloper co-owners.

b. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of twenty-five percent (25%) of the units that may be created, at least one (1) director and not less than twenty-five percent (25%) of the Board of Directors of the Association shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of fifty percent (50%) of the units that may be created, not less than thirty-three and one-third percent (33-1/3%) of the Board of Directors shall be elected by nondeveloper co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper co-owners of seventy-five percent (75%) of the units that may be created, and before conveyance of ninety percent (90%) of such units, the nondeveloper co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the units in the Condominium or as long as ten percent (10%) of the units remain that may be created.

c. Notwithstanding the formula provided in subsection (b), fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the Condominium, if title to not less than seventy-five percent (75%) of the units that may be created has not been conveyed, the nondeveloper co-owners have the right to elect, as provided in the Condominium documents, a number of members of the Board of Directors of the Association equal to the percentage of units they hold and the Developer has the right to elect, as provided in the Condominium documents, a number of members of the Board of Directors of the Association equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but does not reduce, the minimum election and designation rights otherwise established in subsection (b). Application of this subsection does not require a change in the size of the Board as determined in the Condominium documents.

d. If the calculation of the percentage of members of the Board that the nondeveloper co-owners have the right to elect under subsection (b), or if the product of the number of members of the Board multiplied by the percentage of units held by the nondeveloper co-owners under subsection (c) results in a right of nondeveloper co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the nondeveloper co-owners have the right to elect. After application of the formula contained in this subsection, the Developer has the right to elect the remaining members of the Board. Application of this subsection does not eliminate the right of the Developer to designate one (1) member as provided in subsection (b).

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party

or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, however, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days' written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

Section 3: Assessments shall be determined in accordance with the following provisions:

a. 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. An adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Condominium, the Board of Directors 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 and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without co-owner approval. Upon adoption of such 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 delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall also apply to the first Board of Directors serving prior to the first meeting of members held in accordance with Article I, Section 6, hereof even though it will be difficult to determine a budget in advance. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, including specifically an private drives (roads) within the Condominium, (3) to provide additions to the common elements not to exceed Ten Thousand Dollars (\$10,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5, hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

b. Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for additions to the common elements of a cost exceeding Ten Thousand Dollars (\$10,000.00) annually for the entire Condominium (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed), (2) assessments to purchase a condominium unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph b (but not including those assessments referred to in subparagraph 3a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed, except as set forth below in subparagraphs a and b.

a. Common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a limited common element shall be specially assessed against the condominium unit to which that limited common element was assigned at the time the expenses were incurred. If the limited common element involved was assigned to more than one (1) condominium unit, the expenses shall be specially assessed against each of the condominium units equally so that the total of the specific assessments equals the total of the expenses.

b. Any other unusual common expenses benefitting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in the proportion which the percentage of value of the benefitted unit(s) bears to the total percentage of value of all units so specifically benefitted.

c. Annual assessments as determined in accordance with Article II, Section 3a above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed or land contract to a condominium unit or with acquisition of fee simple title to a condominium unit by any other means.

d. 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 and, if a delinquency occurs, the Board of Directors may accelerate the due date of the balance of the unpaid annual assessment.

e. Assessments in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of not less than seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until paid in full; provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws of the State of Michigan. The Board of Directors shall also adopt uniform late payment charges. Additionally, the Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XI of these By-Laws. All of these remedies shall be cumulative and not alternative. Payments on account of installments of assessments in default shall be applied as follows: First, to the cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to late charges, interest and fines for late payment on such installments; and third, to installments in default in order of their due dates.

f. Each co-owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all assessments pertinent to his condominium unit

which may be levied while such co-owner is the owner thereof. A purchaser of a unit shall acquire the unit subject to any unpaid assessments against it and shall become personally liable therefor. A co-owner selling a unit shall not be entitled to any refund whatsoever from the Association with respect to any account, reserve or other asset of the Association.

Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his condominium unit.

Section 6. In addition to any other remedies available to it, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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.

a. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

b. 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 to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law.

c. Each co-owner of a unit in the Condominium acknowledges that at the time of acquiring title to such unit he was notified of the provisions of this section and that he 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.

d. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the delinquent co-owner at his or their last known address and/or to the representative designated in the written notice required by Article I, Section 2e hereof to be filed with the Association, of a written notice that one (1) or more installments of the annual 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.

e. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding, (4) the legal description of the subject unit, and (5) the name(s) of the co-owner(s) of record.

f. Such affidavit shall be recorded in the Office of the Washtenaw County Register of Deeds prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

g. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative that he may request a judicial hearing by bringing suit against the Association.

h. The expenses incurred in collecting unpaid assessments, including late charges, interest, costs, actual attorney's fees (not limited to statutory fees), and advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the co-owner in default and shall be secured by the lien on his unit.

i. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his 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 his unit, or any other obligation of a co-owner which, according to these Condominium By-Laws, 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 pertinent fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of any additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of 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, except as shall be necessary for purposes of ingress to and egress from his unit, and shall not be entitled to vote at any meeting of the Association, or be elected to or a voting member of the Board of Directors, and his percentage of value shall not be taken into consideration when determining the quorum requirements for such meetings, so long as such default continues.

j. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental there

from to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

Upon the sale or conveyance of a condominium unit, all unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

a. Amounts due the State, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the condominium unit.

b. Payments due under a first mortgage having priority thereto.

c. A purchaser or grantee is entitled to a written statement from the Association setting forth the amount of unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor, and the purchaser or grantee is not liable for nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments, interest, late charges, fines, costs, and actual attorney's fees (not limited to statutory fees) against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the Association as provided in the Act, at least five (5) days before the sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, fines, late charges and actual attorney's fees (not limited to statutory fees) incurred in the collection thereof. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement.

Sums assessed to a co-owner by the Association which are unpaid constitute a lien upon the unit or units in the Condominium owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any State or Federal taxing authority and all indebtedness due under a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium on behalf of the other co-owners.

Section 7. During the development and sale period (which shall be defined as the period up to the time of the first annual meeting of members held in accordance with the provisions of Article I, Section 6, hereof), the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer, however, shall, during the period up to the time of the first annual

meeting, pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed and occupied condominium units owned by the Developer at the time the expense is incurred to the total number of completed and occupied condominium units in the Condominium. In no event shall the Developer be responsible for payment, until after said first annual meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments except with respect to occupied units owned by it. After the first annual meeting, the Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed and occupied units owned by it and shall also maintain, at its own expense, any incomplete and unoccupied units owned by it. An unoccupied unit is one owned by the Developer, but which is not under lease to a tenant. Any model unit shall be considered at all times to be an unoccupied unit. The Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to unbuilt units notwithstanding the fact that such unbuilt units may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. "Occupied unit" shall mean a unit used as a residence. "Completed unit" shall mean a unit with respect to which thirty (30) days have elapsed since the certificate of occupancy has been issued by the local public authority. These provisions mean the Developer's contribution to Association expenses prior to the first annual meeting will be less than the contributions made by co-owners of units because the Developer will not pay towards reserves for deferred maintenance, capital improvements or other special assessments and the Developer's contribution for any unoccupied unit after the first annual meeting will be less than co-owner charges or charges for an occupied unit.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units on the Condominium Subdivision Plan and not on the total property of the Condominium or any other part thereof, except for the year in which the Condominium was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the Condominium shall be expenses of administration of the Condominium and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll, any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established Condominium on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the Condominium. Condominium units shall be described for such purposes by reference to the condominium unit number on the Condominium Subdivision Plan and the caption thereof together with the liber and page of the county records in which the Master Deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes, each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units, and no assessment of any fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A construction lien concerning a condominium arising under Act No. 497 of the Public Acts of 1980, being Section 570.1101 to 570.1305 of the Michigan Compiled Laws, is subject to the following limitations:

a. Except as otherwise provided in this section, a construction lien for an improvement furnished to a condominium unit or to a limited common element shall attach only to the condominium unit to which the improvement was furnished.

b. A construction lien for an improvement authorized by the Developer of a condominium project and performed upon the common elements shall attach only to the condominium units owned by the Developer at the time of recording of the claim of lien.

c. A construction lien for an improvement authorized by the Association shall attach to each condominium unit only to the proportional extent that the co-owner of the condominium unit is required to contribute to the expenses of administration, as provided by the Condominium documents.

d. A construction lien shall not arise or attach to a condominium unit for work performed on the common elements if the work was not contracted for by the Developer or the Association.

Section 10. Any co-owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Condominium documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE XV

ARBITRATION

Section 1. 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 co-owners and the Association or with a management company shall, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgement of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to the other rules, the Commercial Arbitration Rules of the American Arbitration Association as amended in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. In the absence of the election and written consent of the parties pursuant to Section 1 above, no co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Such election and written consent by owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 4. The Developer, the Association and the co-owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by a co-owner which might be the subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Condominium or a unit or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Condominium, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's 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 property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. The commencement of any arbitration proceedings by the Association against the Developer shall require the approval of two-thirds (2/3) in number of all co-owners. This will ensure that the co-owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements and units of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. All such insurance shall be purchased by the Association for the benefit of the Association and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of owners. Each co-owner may obtain additional fire and extended insurance coverage, vandalism, malicious mischief, and liability insurance at his own expense upon his condominium unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property appliances, fixtures, equipment, and contents located within his condominium unit or elsewhere in the Condominium, for improvements and betterments to his condominium unit or upon limited common elements, including windows, screens and doors appurtenant to his

condominium unit, and also for alternative living expenses in event of fire or other catastrophe. The Association shall have absolutely no responsibility for obtaining such coverages; provided, however, that, if the Association elects to include improvements made to the limited common elements against loss in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association, and such insurance shall contain a severability of interest endorsement.

b. All common elements and condominium units of the Condominium shall be insured against all risks of direct physical loss in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association in consultation with its appropriate advisors. Such coverage shall also extend to the unpainted surface of interior walls within any condominium unit and include the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, doors, and trim within a condominium unit which were furnished with the unit as standard items in accordance with the plans and specifications thereof (or such replacements thereof as do not exceed the cost of such standard items). Such fixtures, equipment and trim are to consist of standard bathroom and kitchen fixtures, counter tops and cabinets, but shall specifically exclude appliances, water heaters, heating and air conditioning equipment, wall covering and floor covering. Any improvements or items installed in addition to such standard items, regardless of by whom installed, shall be covered by insurance obtained by and at the expense of said co-owner; provided, however, that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

c. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

d. Proceeds of all insurance policies owned by the Association shall be received by the Association held in a separate account and distributed to the Association, and the co-owners and their mortgagees, as their interests may appear; provided, however, that, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium

unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Condominium have given their prior written consent.

e. On any claim on any of the above-mentioned policies of insurance obtained and maintained by the Association which is subject to a deductible amount, said deductible amount shall be paid by the co-owner of the unit which is damaged or which unit has appurtenant to it the limited common element which is damaged. In the event that more than one (1) unit is damaged, then said deductible amount shall be apportioned between and paid by the co-owners of units which are damaged or which units have appurtenant to them the limited common element which is damaged, based upon a fraction the numerator of which is the dollar amount of the damage done to a particular unit and the denominator of which is the total dollar amount of damage done to all units from one (1) specific incident. If the damage is to a limited common element appurtenant to more than one (1) unit, then the deductible amount shall be paid proportionately by the appurtenant units based upon a fraction the numerator of which is the percentage of value assigned to a particular unit and the denominator of which is the sum of the percentages of value assigned to those units appurtenant to the limited common element which is damaged. In the case of damage to a general common element, the deductible shall be paid by the Association.

Section 2. Each co-owner, by ownership of a condominium unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of property insurance, liability insurance, fidelity coverage, and worker's compensation insurance, if applicable, personal property insurance, and coverage for alternate living expenses in event of fire or other catastrophe pertinent to the Condominium, his condominium unit and the common elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds, and to distribute the same to the Association, the co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Each individual co-owner shall indemnify and hold harmless every other co-owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual co-owner's unit. Each co-owner shall carry insurance to secure the indemnity obligations under this Section 3, if required by the Association, or if required by the Developer during the construction and sales period. This Section 3 is not intended to give any insurer any subrogation right or any other right or claim against any individual co-owner.

Section 4. There may be overlapping coverage between the co-owners' insurance policies and insurance policies of the Association, required to be carried pursuant to this Article.

In situations where both coverages/policies are applicable to a given loss, the provisions of this Section 4 shall control in determining the primary carrier. In cases of property damage to the unit and its contents, or any other unit, any limited common element or other element or property for which the co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the general common elements or any limited common element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the unit or in/upon any limited common element for which the co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the general common elements or in/upon any limited common element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a general common element or the repair or replacement thereof, the insurance carrier of the co-owner shall have no right to subrogation against the Association or its carrier.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

a. If the damaged property is a common element or condominium unit, the property shall be rebuilt or repaired if any condominium unit in the Condominium is tenable, unless it is determined by a 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 of such termination.

b. If the Condominium is so damaged that no condominium unit is tenable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be

terminated, unless two-thirds (2/3) or more of the co-owners in number and in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a condominium unit or the common elements which are the responsibility of a co-owner to maintain, repair and/or insure, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair, although not necessarily the cost thereof, shall be that of the Association. In the event that a co-owner does not commence making repairs as required of such co-owner herein within thirty (30) days of the occurrence of the damage and diligently pursue such repairs to completion, the Board of Directors may make such repairs and the cost thereof shall constitute an additional assessment against such co-owner, due and enforceable as provided in these By-Laws for other assessments. No co-owner shall in any way restrict access to any portion of a condominium unit that must be accessible to service the general common elements. Should access to any general common element of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing 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 such access.

Section 4. Regardless of the cause or nature of any damage or deterioration, each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of the co-owner's condominium unit and personal property, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior nonload-bearing walls (but not any common elements therein), walls contained wholly within the unit, and pipes, wires, conduits, and ducts therein (after connection with fixtures), interior trim, furniture, light fixtures, and all appliances and equipment, whether freestanding or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts, or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 8; provided, however, that any deductible amount be paid by the co-owner to whom the damage occurred. In no event shall the Association be responsible for restoration of more than finished, unpainted drywall in the case of damage to ceilings and walls which are the responsibility of the Association under this Article. 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 responsible for the deductible amount, if any, and 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 of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any condominium unit in the Condominium. The Association shall have a lien for any funds

advanced on behalf of any co-owner subordinate to the lien of any first mortgage on such co-owner's unit.

Section 5. Every co-owner shall perform promptly all maintenance and repair work within his own unit, which, if omitted, would affect the common elements or another unit or units, each co-owner being expressly responsible for the damages consequently resulting from such omission. This shall include damage caused to other units in the Condominium due to water leaking from plumbing fixtures. Repairs of installations within a unit such as telephone, heating and cooling systems, water, sewer and plumbing systems, windows, screens, doors, locks, electrical fixtures, and all other accessories including water faucets, tanks and fixtures, but excluding water meters, shall be an expense of the co-owner of such unit. Each co-owner shall reimburse the Association for any expense incurred in repairing or replacing any common elements damaged through the fault of the co-owner.

Section 6. A co-owner who desires to make a repair or structural modification of his or her condominium unit shall first obtain written consent from the Association. The Association shall not give its consent if such repair or modification might jeopardize or impair the structural soundness, safety, utility, or harmonious appearance of the Condominium.

Section 7. Any person designated by the Association shall have access to each condominium unit as necessary during reasonable hours and upon notice to the occupant thereof for maintenance, repair or replacement of any of the common elements therein or accessible therefrom, and shall have access to each condominium unit without notice for making emergency repairs necessary to prevent damage to other condominium units or the common elements, or both.

Section 8. The Association shall be responsible for the replacement, reconstruction, repair, and maintenance of the common elements. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

Section 9. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

a. In the event of any taking of an entire condominium unit by eminent domain, the co-owner of such condominium unit and his mortgagee, as their interest may

appear, shall be entitled to receive the award for such taking and, after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose condominium unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any condominium unit is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such condominium unit to the co-owner thereof and his mortgagee, as their interests may appear.

b. If there is any taking of any portion of the Condominium other than any condominium unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their mortgagees, as their respective interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

c. 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 condominium unit shall have been taken, then Article V 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 percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner.

d. In the event any condominium 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 proceedings, or is otherwise sought to be acquired by a condemning authority, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the units in the Condominium, provided that the name and address of each has been provided to the Association.

e. If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the Condominium in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the

award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not revested in the co-owner pursuant to subsection f, as well as for that portion of the condominium unit taken by eminent domain.

f. If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the Condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

g. Votes in the Association and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the Association. A condominium unit partially taken shall receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 10. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by at least two-thirds (2/3) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

ARTICLE VI

RESTRICTIONS

Section 1.

a. No condominium unit shall be used for other than multiple-family residential purposes (except that persons not of the same immediate family residing together may occupy a unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld). A family shall mean one (1) person or a group of two (2) or more persons related by bonds of consanguinity, marriage or legal adoption, or as otherwise defined by the City of Dexter Zoning Ordinance. Upon written request, the Association may permit reasonable exceptions to the restriction imposed by this section. The operation of a family or group day care home within the Condominium is prohibited and no businesses may be operated within a unit that use outside employees or have customers come to the premises, without the prior written approval of the Association.

b. No more than three (3) persons may continuously occupy any unit described and/or utilized as a one (1) bedroom unit. No more than four (4) persons may continuously occupy any unit described and/or utilized as a two (2) bedroom unit, and no more than six (6) persons may continuously occupy any unit described and/or utilized as a three (3) bedroom unit in the Master Deed. Continuous occupancy shall mean occupancy for more than thirty (30) nights in any calendar year.

Section 2.

a. No rooms in a unit may be rented. No tenant shall be permitted to occupy a unit except under a lease, the initial term of which is at least six (6) months, unless specifically approved in writing by the Association, which approval shall not be unreasonably withheld.

b. All leases and rental agreements shall be in writing and shall incorporate the Condominium documents by reference. Tenants or non co-owner occupants shall comply with all of the conditions of the Condominium documents and all leases and rental agreements shall so state.

c. If the Association determines that the tenant or non co-owner occupant 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.

(2) The co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant 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 behalf, or derivatively by the co-owners on behalf of the Association if it is under the control of the Developer, an action for both 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 section may be by summary proceeding. The Association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or tenant in connection with the condominium unit or the Condominium.

d. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the 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 deduction shall not be a breach of the rental agreement or lease by the tenant. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

- (1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings.
- (2) Initiate proceedings pursuant to subsection d(3) hereinabove.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his condominium 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 express advance written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas (except, within a unit, or, within a limited common element adjacent to a unit, when done in compliance with Federal Communication Commission Rules), lights, aerials, flags, awnings, doors, windows, sky lights, shutters, newspaper holders, mailboxes, basketball backboards, or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve replacement of doors and windows and only such other modifications as do not impair the soundness, safety, utility, or harmonious appearance of the Condominium. No co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to serve the common elements 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 of any nature that restrict such access and will have no responsibility for repairing, replacing 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. This provision shall not in any way limit the rights of the Developer to develop and construct the Condominium and make alterations as part of such development.

Section 4. No noxious, improper, unlawful, or offensive activity shall be carried on in any condominium 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, including smoking, where the smoke infiltrates an adjoining unit, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No garage sales shall be permitted on any unit or on the common elements, except when done with the sale of the residence and then such sale shall be limited to two (2) days in duration, and in no event shall any such sale be conducted on any general common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his condominium unit or on the common elements anything that will increase the rate of insurance on the Condominium, 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, whether approved or not by the Association.

Section 5. Subject to the provisions in this Section 5, co-owners shall be entitled to keep a maximum of three (3) pets of a domestic nature (i.e., ordinary household pets) that will reside within the dwelling constructed within their units. No pet or animal may be kept or bred for any commercial purpose. Farm animals, large amphibians, snakes, birds or prey, or other "exotic" pets are not permitted. All pets shall be maintained in compliance with City of Dexter ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an co-owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the co-owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the co-owner to remove the pet from his unit and the Condominium or impose such other restrictions on the keeping of such pet as are reasonable. No pet may be permitted to run loose at any time upon other units or in common elements, and any pet shall at all times be leashed and attended by some responsible person while on the common elements. No dog houses, invisible fences, or unattended tethering of dogs shall be permitted on the general common elements. No savage or dangerous pet shall be kept, and any co-owner who causes any pet to be brought or kept upon the Condominium shall immediately indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such pet on the premises, whether or not the Association has given its permission therefor. Each co-owner shall be responsible for collection and disposition of all fecal matters disposed by any pet maintained by such co-owner. The Association may, without liability to the co-owner thereof, remove or cause to be removed any pet from the Condominium which it determines to be in violation of the restrictions imposed by this section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

The Association may charge all co-owners maintaining pets a reasonable additional assessment to be collected in the manner provided in Article II of these By-laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating pets within the Condominium. Initially this charge shall be Ten Dollars (\$10.00) per unit each month for a dog. 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 pets as it may deem proper. In the event of any violation of this section, the Board of Directors may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property, firewood, or trash or refuse of any kind, which shall be stored in enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any unit shall be made of or lined with material which is white or off-white in color. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by any co-owner, either in his condominium unit or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, hallways, stairs, and lobbies 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, or benches may be left unattended on or about the common elements.

Section 8. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, recreational vehicles, or vehicles other than motor vehicles used primarily for personal transportation may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage or parked in an area specifically designated therefor by the Association. No inoperative vehicles of any type may be brought or stored upon the Condominium premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. All automobiles shall be parked overnight in garages or on the limited common element parking space in front of each garage, except where a co-owner maintains more than two (2) automobiles, in which event one (1) automobile only may be parked in the duly designated but unassigned parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of more than two (2) automobiles by a number of co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Maintenance of more than two (2) automobiles in the Condominium by the occupants of any one (1) condominium unit shall be prohibited, except with the revocable written approval of the Association in the event space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all automobiles maintained on the Condominium premises.

Section 9. No co-owner shall use or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. Lakes and decorative pools in the development shall be for ornamental purposes only and shall not be utilized for swimming, bathing, wading, boating, fishing, sailing, ice skating, or other purposes.

Section 11. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, excluding "for sale" signs which shall not exceed six (6) square feet in area per side, without written permission from the Association, and, during the construction and sales period, from the Developer, and which shall also be in compliance with any sign ordinance of the City of Dexter.

Section 12. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws concerning the use and enjoyment of the condominium units and common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6, of these By-Laws. 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 percent (50%) of all co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 13. The Association or its duly authorized agents shall have access to each condominium unit from time to time during reasonable working hours and 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 condominium unit at all times without notice as may be necessary to make emergency repairs to prevent damage to that condominium unit, the common elements or to another condominium unit. It shall be the responsibility of each co-owner to provide the Association means of access to his condominium unit during all periods of absence and, in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his condominium unit caused thereby or for repair or replacement of any doors, locks or windows damaged in gaining such access.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements except in such co-owner's patio or deck area appurtenant solely to his unit wherein landscaping and ornamentation shall be installed and maintained by the co-owner with the approval of materials and design by the Association. The Board of Directors may also designate such other areas adjacent to each unit wherein a co-owner may install approved landscaping.

Section 15. Use of motorized vehicles anywhere on the Condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 is prohibited. Overnight parking on any private road in the Condominium is

prohibited. The Board of Directors may, by duly adopted regulations, make reasonable exceptions to this section.

Section 16. No unsightly condition shall be maintained on any balcony, deck or patio or any other place which is visible from the street or other common elements, and only furniture and equipment consistent with ordinary balcony, deck or patio use shall be permitted to remain there during seasons when balconies, decks or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on balconies, decks or patios during seasons when balconies, decks or patios are not reasonably in use.

Section 17. Each co-owner shall maintain his condominium unit and any limited common elements appurtenant thereto for which he 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, gas, plumbing, electrical, or other utility conduits and systems and any other elements in a condominium unit which are appurtenant to or which may affect any other condominium unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, tenants, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is 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). This shall include damage caused to other units in the Condominium due to water leaking from plumbing fixtures. Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof. Each co-owner, whose use of a unit requires additional fire rating or a fire suppression system, shall be responsible for all expenses incurred with regard thereto within his unit, as well as in adjacent units, as shall be deemed necessary by the City of Dexter Building and Fire Departments. Each 8-unit and 12-unit building in the Project will have a Fire Suppression System throughout the building.

Section 18. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws, as the same may be amended from time to time. For the purposes of this section, the construction and sales period shall be deemed to continue so long as the Developer owns any condominium unit which it offers for sale. Until all condominium units in the entire Condominium are sold by the Developer, the Developer shall have the right to maintain a sales office, a business office, a construction office, model condominium units, storage areas, reasonable parking incidental to the foregoing, and such access to, from and over the Condominium as may be reasonable to enable construction and sale of the entire Condominium by the Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by the Developer, and restore the facilities to habitable status upon termination of use.

Section 19. During the construction and sales period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected,

maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors and assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all co-owners.

Section 20. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period, which right of enforcement shall include (without limitation) an action to restrain the Association or any co-owner from any activity prohibited by these By-Laws.

Section 21. All co-owners, their tenants and invitees, shall maintain the heat in their units to a minimum of 55 degrees because of the danger of freezing water pipes that would damage the common elements. For security and aesthetic reasons, garage doors shall remain closed at all times except as may be reasonably necessary to gain access to and from any garage when the garages are not in active use.

Section 22. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific units; provided, however, that the Developer has no authority to grant variances from the applicable City of Dexter ordinances. To the extent that restrictions contained in Article VI are more restrictive than the applicable City of Dexter ordinances, the Developer may grant a variance from such restrictions, but only in the manner that is consistent with the applicable City of Dexter ordinance.

Section 23. The storm water management maintenance plan and two (2) schedules attached hereto on pages 54 through 56, inclusive, are for the maintenance of items within the

storm water drainage and detention area system as approved by the City of Dexter. The respective responsibilities of the Developer and the Association are set forth therein.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his condominium unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association shall, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, give written notification to the mortgagee of any such condominium unit of any default by the co-owner of such condominium unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by "all risk" property coverage, fidelity coverage, public liability, and vandalism and malicious mischief, and the amount of such coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change of manager (not including change in employees of a corporate manager) of the Condominium.

Section 4. Any mortgagee which acquires title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 6. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 7. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any condominium unit in the Condominium which comes into possession of the condominium unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the

property free of any claims for unpaid assessments or charges against the mortgaged condominium unit which accrue prior to the time such holder acquires title to the condominium unit.

Section 8. The Association shall give the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and all other mortgagees of record notice (c/o Servicer at Servicer's address) in writing of any loss to or the taking of the common elements and related facilities of the Condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or damage to a condominium unit covered by a mortgage purchased in whole or in part by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagee if such damage exceeds One Thousand Dollars (\$1,000.00). This section shall apply only if the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or any other mortgagees hold a mortgage on a condominium unit in the Condominium and have given notice of this ownership to the Association.

Section 9. Nothing contained in the Condominium documents shall be construed to give a co-owner or any other party priority over any rights of first mortgagees of condominium units pursuant to their mortgages in cases of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these By-Laws 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 in number of the co-owners voting in person or by instrument in writing signed by them. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

Section 2. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of co-owners, mortgagees or other interested parties, and to keep these By-Laws in compliance with the Act.

Section 3. These By-Laws may be amended by the Association, at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of all co-owners in number and in value. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one (1) vote for each unit covered by its mortgage. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of co-owners is considered two-thirds (2/3) of all the co-owners entitled to vote as of the record date for such votes. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of the amendment except

for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 4. These By-Laws may be amended by the Developer, without approval from any co-owner or mortgagee, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any co-owner or mortgagee.

Section 5. A copy of each amendment to these By-Laws shall be recorded in the Office of the Washtenaw County Register of Deeds and shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws 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 received a copy of the amendment.

Section 6. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium documents.

Section 7. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording such amendment in the Office of the Washtenaw County Register of Deeds. Without the prior written approval of two-thirds (2/3) of all institutional holders of first mortgage liens on any unit in the Condominium, no amendment to these By-Laws shall become effective which involve any change, direct or indirect, in Article I, Sections 3 and 4b, Article II, Sections 3a and 4, Article IV, Section 1d, Article V, Sections 1, 4 and 8, Article VII, Sections 1, 4, 7, 8, and 9, Article VIII, Sections 3 and 6, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations or materially affects the rights of any members of the Association, as further identified by Section 90a of the Act. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE IX

COMPLIANCE

The Association and all present or future co-owners, tenants, future tenants, 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 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 X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

a. Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessments, 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. In any proceedings arising because of alleged default by a co-owner, the Association or the co-owner or co-owners bringing the legal action, if successful, shall recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending co-owner be entitled to recover such attorney's fees.

c. The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any condominium 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. The Association shall have no liability to any co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in the Washtenaw County Records and the new schedule shall be effective upon recording.

e. A co-owner may maintain an action against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the Condominium documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). A co-owner may maintain an action against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.

f. 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.

g. 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 (1) 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 XII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Washtenaw County Register of Deeds in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, and those rights and powers shall automatically be assigned as a matter of law to the Association, at the conclusion of one (1) year after the end of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any

real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws 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.

DRAFT

STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

1. RESPONSIBILITY FOR MAINTENANCE

- a. During construction it is the Developer's responsibility to perform the maintenance.
- b. Following construction, it will be the responsibility of the Grandview Commons Condominium Association (the "Association") to perform the maintenance.
- c. The Master Deed will specify that routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the City of Dexter. Should the Association fail to act within this time frame, the Association may perform the needed maintenance and assess the costs against the Association or the individual unit owners.

2. SOURCE OF FINANCING

- a. During construction the cost of maintenance tasks is included as part of the soil erosion control measures which are a part of the contractor's bid.
- b. After construction the Association will assess its members (all owners of units in the site condominium) to pay for all maintenance activities on a continuing basis.

3. MAINTENANCE TASKS AND SCHEDULE

- a. See the charts on the next two pages: The first describes maintenance tasks during construction to be performed by the developer, the second describes maintenance tasks to be performed by the Association.
- b. Before turning any portion of the project over to the Association, the Developer will have the storm water management system inspected by an engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal.

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION - DEVELOPER

MAINTENANCE TASKS AND SCHEDULE	COMPONENTS:		SCHEDULES:							
	Weekly	As needed* & prior to turnover	Quarterly	Quarterly and at turnover	Weekly	As needed and prior	As needed*	0 to 2 times per year	Annually and at turnover	As needed
Emergency Overflow			X	X	X	X		X	X	X
Storm Detention Areas	X	X	X	X	X	X		X	X	X
Filtration Basins	X	X	X	X	X	X		X	X	X
Rip-Rap					X				X	X
Outflow Control Structures	X	X	X	X	X		X		X	X
Channels			X	X	X	X		X	X	X
Catch Basin Inlet Castings			X	X						
Catch Basin Sumps	X	X	X	X						
Storm Sewer System	X	X	X	X					X	X
TASKS:										
Inspect for sediment accumulation										
Removal of sediment accumulation										
Inspect for floatables and debris										
Cleaning of floatables and debris										
Inspection for erosion										
Reestablished permanent vegetation on eroded areas										
Replacement of gravel filters										
Mowing										
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer)										

* "As needed" means when sediment has accumulated to a maximum of one foot depth.

MAINTENANCE TASKS AND SCHEDULE - ASSOCIATION

MAINTENANCE TASKS AND SCHEDULE

TASKS:	COMPONENTS:												SCHEDULE:							
	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Channels	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Channels	Emergency Overflow	Storm Detention Areas	Filtration Basins	Rip-Rap	Outflow Control Structures	Channels		
Inspect for sediment accumulation	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	Annually	Every 5-10 years as needed
Removal of sediment accumulation			X	X	X	X													Annually	Annually
Inspect for floatables and debris			X	X	X	X													Annually	Annually
Cleaning of floatables and debris			X	X	X	X													Annually	Annually
Inspection for erosion																			As needed	As needed
Reestablish permanent vegetation on eroded slopes																			Every 3-5 years as needed	Every 3-5 years as needed
Replacement of gravel filters			X	X	X	X													0 to 2 times per year	0 to 2 times per year
Mowing																			Annually	Annually
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the GCCA)																			As needed	As needed
Make adjustments or replacements as determined by actual wet weather inspection																			Annually	Annually
Keep records of all inspection and maintenance activities and report to GCCA																			Annually	Annually
Keep records of all costs for inspections, maintenance and repairs. Report to GCCA																			Annually	Annually
GCCA reviews cost effectiveness of the preventative maintenance program and makes adjustments as needed																			As needed	As needed

GCCA = Grandview Commons Condominium Association



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

Date: February 23, 2016

**PUD Area Plan / Rezoning Review
For
City of Dexter, Michigan**

Applicant:	MMB Equities, LLC – Steve Brouwer
Project Name:	Grandview Commons
Location:	7931 Grand Street (08-06-155-001; 08-06-427-001; 08-06-427-002)
Current Zoning:	I-1, Limited Industrial / Baker Road Corridor
Plan Date:	January 27, 2016
Action Requested:	Approval of Area PUD Plan. Approval of an Area Plan shall indicate acceptance of uses, building locations in the case of a PUD of eighty (80) acres or less in area, layout of streets, dwelling unit count and type, floor areas, densities, and all other elements of the area plan. Approval of the Area Plan also allows the applicant to apply for final site plan approval (Section 19.08 D. 3.).
Required Information:	There are two primary components to PUD Area Plan approval. There first is a review and analysis of the "Impact Assessment" as described in Section 19.08 A. 4. f. (2). The second component is the preliminary site plan is outlined in Section 19.08 B. 1. We will note any informational deficiencies in the body of this review.

PROJECT AND SITE DESCRIPTION

The applicant is requesting rezoning of the subject site located at 7931 Grand Street (at the northwest quadrant Grand and Baker Streets intersection) to permit a PUD with underlying VR,

Grandview Commons
2/23/2016

Village Residential zoning in order to facilitate a multiple-family development with varying design, layout, and structure types. The intent is to redevelop an existing industrial brownfield to provide a development with a variety of housing options, as well as to provide the environmental clean-up and demolition of an existing industrial facility within the downtown area.

The applicant is proposing to demolish the existing industrial building in order to develop the 7.42 acre site with a variety of housing types to include: three (3) 12-unit buildings; one (1) 8-unit building; four (4) 4-unit townhouse buildings, and four (4) duplexes totaling 68 dwelling units. Sixteen (16) one-bedroom units; forty-four (44) two-bedroom units; and eight (8) three-bedroom units are proposed. Each unit will have access to a private garage space. The project will be completed in two (2) phases. The first phase will include the four (4) duplexes, the 8-unit building, the southern 12-unit building, and the two (2) 4-unit townhouse structures closest to Baker Road. The second phase will contain the remainder of the project.

Figure 1. – Aerial Photograph

