



EXHIBIT A
BYLAWS
MILAN CROSSING

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ARTICLE 1.
ASSOCIATION OF CO-OWNERS

Milan Crossing, a residential Condominium Project located in the City of Milan, Washtenaw County, Michigan, shall be administered by the Milan Crossing Condominium Association, an organization of Co-Owners which is a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in Condominium Documents.

ARTICLE 2.
ASSESSMENTS

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

Section 2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any, improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvements or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

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

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

Section 2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subparagraph 2.2.1 above shall be payable by Co-Owners monthly unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

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

Section 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement.

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

appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

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

2.5.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner(s) at the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

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

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit and except for assessments that have priority over the first mortgage as provided in Section 108 of the Act).

Section 2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.9 Personal Property Tax and Special Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.10 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.11 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related

Costs and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record

ARTICLE 3.
ARBITRATION / JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding and judgment on such decision shall be entered by any court of competent jurisdiction, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 Election of Remedies. Such election and written consent by Co-Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

Section 3.4 Judicial Claims and Actions. Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Section. The following procedures and requirements apply to the Association's commencement

of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

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

3.4.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

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

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

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

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

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

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

(E) The litigation attorney's proposed written fee agreement.

(F) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

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

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

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

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

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

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

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

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

(D) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(E) Whether the originally estimated total cost of the civil action remains accurate.

3.4.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(A) The status of the litigation.

(B) The status of settlement efforts, if any.

(C) The attorney's written report.

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

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

ARTICLE 4. INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements, and Limited Common Elements which are the Association's responsibility to maintain pursuant to Section 4.3 of the Master Deed, and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, if any, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workers compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the such Common Elements of the Condominium Project and common amenities or areas, and such insurance shall be carried and administered in accordance with the following provisions. The Co-Owner of a Unit shall be responsible for insurance on such Co-Owner's Unit and its appurtenant Limited Common Elements which are such Co-Owner's responsibility to maintain pursuant to Section 4.3 of the Master Deed.

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

4.1.2 Insurance on Common Elements. All Common Elements of the Condominium Project if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, 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 the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by

the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

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

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

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall obtain fire, extended coverage, vandalism and malicious mischief insurance coverage at such Co-Owner's expense

upon the Co-Owner's Unit and any and all improvements, personal property, upgrades and additions located within or upon such Unit, and the appurtenant Limited Common Elements which are the Co-Owner's responsibility to maintain as set forth in Section 4.3 of the Master Deed. It shall be each Co-Owner's responsibility to determine by personal investigation or from such Co-Owner's insurance advisors the nature and extent of insurance coverage needed (generally form H06) and to obtain insurance coverage for such Co-Owner's personal property and the improvements, additions, upgrades, fixtures, appliances, equipment and trim located within the Co-Owner's Unit or elsewhere on the Condominium, including appurtenant Limited Common Elements which are the Co-Owner's responsibility to maintain as set forth in Section 4.3 of the Master Deed, and for the Co-Owner's personal liability for occurrences within the Co-Owner's Unit or upon Limited Common Elements appurtenant to the Unit, and also for alternative living expense in the event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefor shall constitute a lien against the Co-Owner's Unit, which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right of Subrogation. The Association and all Co-Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

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

ARTICLE 5. RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

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

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

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the City of Milan unless eighty (80%) percent of the Co-Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair.

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

5.3.2 Damage of Unit or Limited Common Elements. Each Co-Owner shall be responsible for the maintenance, repair and replacement of the contents of such Co-Owner's Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls including appurtenant Limited Common Elements that are the Co-Owner's responsibility to maintain, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to pipes, wires, conduits, ducts or other General Common Elements, or to any fixtures and equipment which are standard items covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 5.4 below. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of such insurance, and if there is a mortgagee's endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special assessment shall be made against all Co-

Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5.5 Timely Reconstruction and Repair. If damage to Common Elements or of a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

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

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

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

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds One Thousand Dollars (\$1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6.

RESTRICTIONS / ARCHITECTURAL CONTROL

All of the Units in the Condominium and appurtenant Limited Common Elements shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1 Residential Use. All Units shall be used for private residential purposes only in accordance with the Master Deed and By-laws and ordinances and restrictions of applicable governmental authorities. Notwithstanding the foregoing, Developer may erect and maintain models on any Units owned by Developer until such time as all Units which Developer owns are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Alterations and Modifications. No Co-owner shall make any alterations in exterior appearance or make structural modifications to any Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, limited or general, without the prior written approval of the Board of Directors including but not limited to, exterior painting or the erection decks, antennas, lights, aerials, awnings, doors, shutters, privacy fencing, newspaper holder, 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 impair sound conditioning qualities of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 6.3 Home Occupations, Nuisances and Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No home occupation or professional or commercial activity that requires members of the public to visit a Co-Owner's home or requires commercial vehicles to travel to and from the Co-Owner's home shall be conducted in any dwelling located in the Condominium with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies which own or hold any Units for

resale to customers in the ordinary course of business. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or in the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article 2 hereof.

Section 6.4 Animals and Pets. Without prior written consent of the Board of Directors, no animal or pet other than two cats or one dog not to exceed thirty pounds in weight (per animal or pet) shall be kept in the Condominium by a Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify, defend (with counsel approved by the Association), and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium. All pets must be registered with the Board of Directors of the Association. No pets which are considered an "aggressive breed" shall be kept in the Condominium. This includes breeds such as Rottweiler, Pitbulls, Bull Terriers, German Shepards and Dobermans. 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. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner or their guest(s). The Association may charge all Co-owners maintaining animals a reasonable assessment to be collected in the manner provided in Article 2 of the Bylaws in the event the Association determines such assessment necessary to defray the maintenance cost to the Association or accommodating animals with the Condominium. The Board may adopt such reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violations in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association. The term "animal or pet" as used in this Section shall not include small animals, which are constantly caged such as a small bird or fish.

Section 6.5 Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted 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. Automobiles may only be washed in areas approved by the Board of Directors. No unsightly condition shall be maintained on any porch or patio. Drying or airing of clothing or other fabrics on the porch or patio is not permitted. Spas, hot tubs and pools are not permitted on any patio or outside area. All trash will be placed within proper storage containers or bags prior to placement on the curb for pick-up. In general, no activity shall be carried on nor condition maintained by a Co-owner,

either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6.6 Common Elements. Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. The Common Elements 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 Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations under Section 6.10 below.

Section 6.7 Vehicles. No house trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or recreational vehicles other than automobiles may be parked or stored upon premises of the Condominium, unless parked in the garage with the door closed or in an area specifically designated by the Board of directors. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 6.7, is absolutely prohibited.

Section 6.8 Weapons. No-Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 6.9 Signs and Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Board of Directors.

Section 6.10 Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association including the first Board of Directors (or its successors)' prior to the Transitional Control Date. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 6.11 Associations' Rights of Access. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agent shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to

prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owners' Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-Owner's Unit and all Limited Common Elements appurtenant thereto.

Section 6.12 Landscaping. Each Co-owner may plant flowers, only, in the General Common Element lawn area in rear of the Co-owner's Unit. Other than this limited right to plant flowers, only, no Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master of Deed or the regulations of the Association.

Section 6.13 Co-Owner Maintenance. Each Co-owner shall maintain the Unit owned and any Limited Common Elements appurtenant thereto for which the Co-owner 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 any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which the 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 be the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article 2 hereof.

Section 6.14 Reserved Rights of Developer.

6.14.1 Prior Approval by Developer. As long as Developer owns any Unit which Developer offers for sale, no buildings, fences, walls, retaining walls, decks, drives, walks or other structure or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alternation to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any 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 on the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or

specifications, 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.

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

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

Section 6.15 Stormwater Management. In order to assure that stormwater drainage is properly maintained, all stormwater drainage facilities in the Condominium have been designated General Common Elements in Article 4 of the Master Deed. Accordingly, the Association will maintain, repair and replace all stormwater drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 6.16 Leasing and Rental.

6.16.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.5 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a

lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

6.16.2 Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

6.16.2.1 A Co-Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.16.2.2 Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.16.2.3 If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

6.16.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

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

6.16.2.3.3 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 eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non-owner occupant for breach of the condition of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

6.16.2.3.4. When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-Owner's 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 further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-Owner to the Association, then the Association may do the following:

6.16.2.3.4.1. 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 proceeding.

6.16.2.3.4.2. Initiate proceedings pursuant to 6.16.2.4 above.

ARTICLE 7. MORTGAGES

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE 8. VOTING

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote. No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Section 9.2 and Section 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Section 9.2 and Section 11.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 Designation of Voting Representative. Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. Such notice shall be signed and dated by the Co-Owner. The individual representative designated may be changed by the Co-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Section 9.2 and Section 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the

appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE 9. MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-Owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-Owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units, which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Co-Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-Owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 9.6 Adjournment. If any meeting of Co-Owners cannot be held because a quorum is not in attendance, the Co-Owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 9.8 Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. Recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 10. ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created; whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-Owners. The Committee shall be established and perpetuated in any manner Developer deems advisable, except that if more than fifty percent (50%) of the non-developer Co-Owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer Co-Owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11. BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-

Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

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

11.2.3 Election of Directors At and After First Annual Meeting

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

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

11.2.3.3 If the calculation of the percentage of members of the Board of Directors that the non-developer Co-Owners have the right to elect under subsection 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-Owners under subsection 11.2.2 results in a right of non-developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5

or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-Owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-Owners.

Section 11.4 Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

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

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

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

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

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

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

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include 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 11.3 and Section 11.4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of

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

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the Co-Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE 12. OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President may be held by one person.

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

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

12.1.3 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all

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

Section 12.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.3 Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 12.4 Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE 13. SEAL

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

ARTICLE 14. FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements, and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.



Section 14.3 Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15. INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE 16. AMENDMENTS

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

ARTICLE 17.
COMPLIANCE

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

ARTICLE 18.
DEFINITIONS

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

ARTICLE 19.
REMEDIES FOR DEFAULT

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

Section 19.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 19.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys fees.

Section 19.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 19.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners

in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the Co-Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 Non-Waiver of Right. The failure of the association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 19.8 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 19.9 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may maintain an action against any other Co-Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE 20.

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the

same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21.
SEVERABILITY

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

MILAN CROSSING, LLC, a Michigan limited liability company

By: 

John Kormash

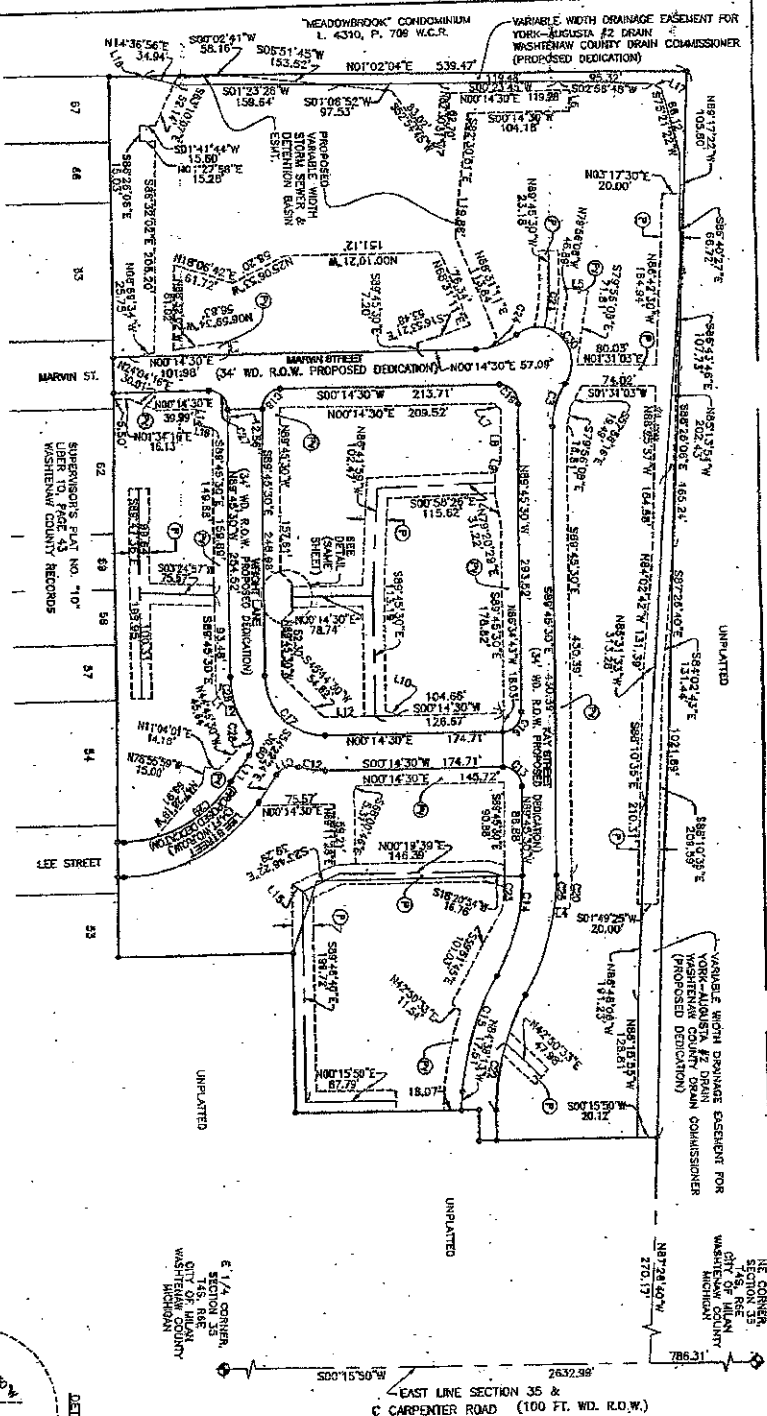
Its: _____

Authorized Agent

Dated: January 21, 2004

LINE TABLE		
LINE	BRAND	LENGTH
1	N502518 E	1.61
2	N601418 E	1.61
3	N654230 W	1.24
4	N621518 E	1.61
5	N621518 E	28.00
6	N502518 E	60.00
7	S501418 E	8.75
8	S501418 E	49.00
9	S501418 E	13.00
10	N621421 W	30.60
11	S544232 E	49.57
12	S601418 E	33.00
13	N725131 W	11.97
14	N431728 E	1.27
15	N621518 E	9.65
16	S54230 W	3.87
17	S601418 E	10.89
18	N117243 E	

CURVE	LENGTH	MODULUS	CAN. DEPTH	PERCENT	55.75
C1	25.55	82.00	5.05	26.54	81.51
C2	26.53	82.00	5.05	26.54	77.55
C3	26.55	82.00	5.05	26.54	73.59
C4	150.25	82.00	5.05	26.54	69.63
C5	115.85	82.00	5.05	26.54	65.67
C6	115.85	82.00	5.05	26.54	61.71
C7	115.85	82.00	5.05	26.54	57.75
C8	115.85	82.00	5.05	26.54	53.79
C9	115.85	82.00	5.05	26.54	49.83
C10	115.85	82.00	5.05	26.54	45.87
C11	115.85	82.00	5.05	26.54	41.91
C12	115.85	82.00	5.05	26.54	37.95
C13	115.85	82.00	5.05	26.54	33.99
C14	115.85	82.00	5.05	26.54	30.03
C15	115.85	82.00	5.05	26.54	26.07
C16	115.85	82.00	5.05	26.54	22.11
C17	115.85	82.00	5.05	26.54	18.15
C18	115.85	82.00	5.05	26.54	14.19
C19	115.85	82.00	5.05	26.54	10.23
C20	115.85	82.00	5.05	26.54	6.27
C21	115.85	82.00	5.05	26.54	2.31
C22	115.85	82.00	5.05	26.54	0.35
C23	115.85	82.00	5.05	26.54	0.35
C24	115.85	82.00	5.05	26.54	0.35
C25	115.85	82.00	5.05	26.54	0.35
C26	115.85	82.00	5.05	26.54	0.35
C27	115.85	82.00	5.05	26.54	0.35
C28	115.85	82.00	5.05	26.54	0.35
C29	115.85	82.00	5.05	26.54	0.35
C30	115.85	82.00	5.05	26.54	0.35
C31	115.85	82.00	5.05	26.54	0.35
C32	115.85	82.00	5.05	26.54	0.35
C33	115.85	82.00	5.05	26.54	0.35
C34	115.85	82.00	5.05	26.54	0.35
C35	115.85	82.00	5.05	26.54	0.35
C36	115.85	82.00	5.05	26.54	0.35
C37	115.85	82.00	5.05	26.54	0.35
C38	115.85	82.00	5.05	26.54	0.35
C39	115.85	82.00	5.05	26.54	0.35
C40	115.85	82.00	5.05	26.54	0.35
C41	115.85	82.00	5.05	26.54	0.35
C42	115.85	82.00	5.05	26.54	0.35
C43	115.85	82.00	5.05	26.54	0.35
C44	115.85	82.00	5.05	26.54	0.35
C45	115.85	82.00	5.05	26.54	0.35
C46	115.85	82.00	5.05	26.54	0.35
C47	115.85	82.00	5.05	26.54	0.35
C48	115.85	82.00	5.05	26.54	0.35
C49	115.85	82.00	5.05	26.54	0.35
C50	115.85	82.00	5.05	26.54	0.35



NOTES:
1. BEARINGS ARE BASED ON SUPERVISOR'S PLAT NO. TO BE RECORDED IN UBER 10 OF PLATS, PAGE 43, WASHINGTON COUNTY RECORDS

LEGEND

6 CONCRETE MONUMENT

SECTION CORNER

POB PLACE OF BEGINNING

PROPOSED ESENT.

EXTING ESEMENT

PROPOSED 20' W/O.

PROPOSED VARIABLE WIDTH

PUBLIC UTILITY EASEMENT

ATWELL-HICKS, INC.
Civil Engineering • Surveying
Planning • Environmental Services

Ann Arbor, MI	Brighton, MI	Washington, D.C.	Worcester, MA
734-294-4000	810-225-6000	566-785-6500	617-577-0800

PROPOSED DATED - JANUARY 15, 2004

Brian J. Suszko

BRIAN J. SUSZKO
LICENSED PROFESSIONAL ENGINEER NO. 43818
INTELLECTICS INC.
3527 NICHOL WAY, SUITE 100
BRIGHTON, MICHIGAN 48116
(616) 233-6000

EASEMENT PLAN MILAN CROSSING

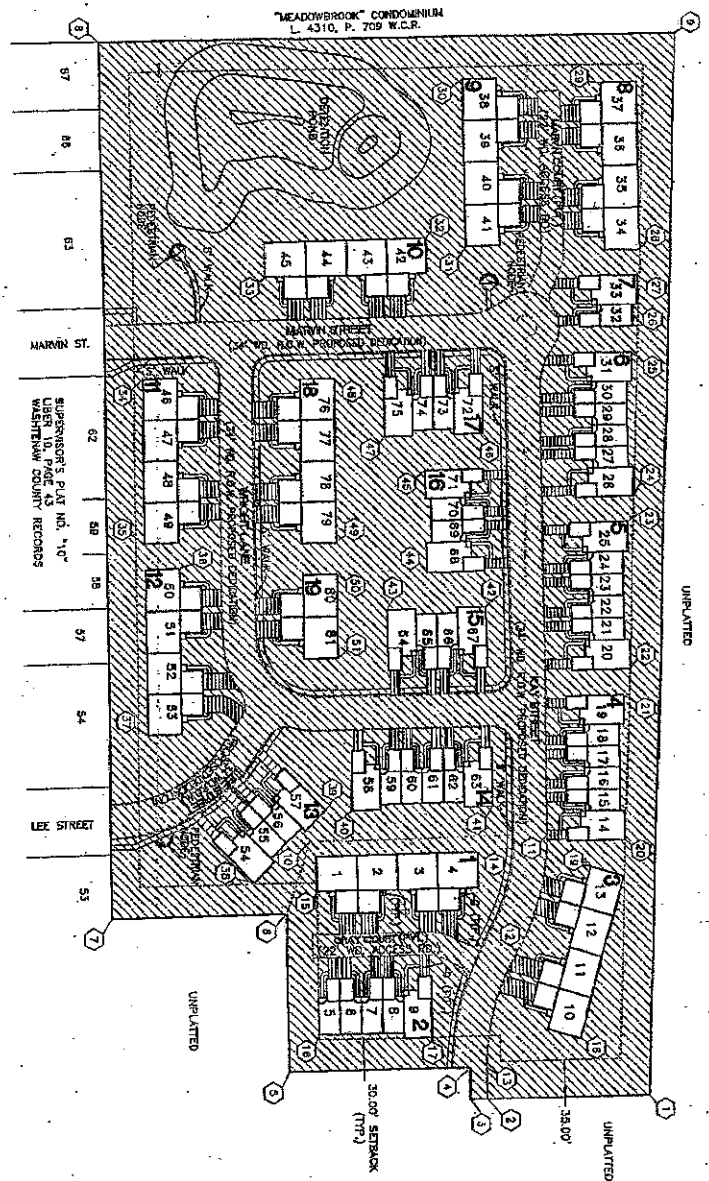
၆

ALL MS.
1220-11-3

- NOTES:**
1. UNITS 1 THROUGH 9 "MUST BE BUILT".
 2. UNITS 10 THROUGH 31 "NEED NOT BE BUILT".
 3. PEDESTRIAN NODES AND ACCESS WALKS "MUST BE BUILT".
 4. ALL ROAD AND UTILITY MAINS "MUST BE BUILT".
 5. UTILITY LEADS FOR BUILDINGS 1 AND 2 "MUST BE BUILT".
 6. UTILITY LEADS FOR BUILDINGS 3-19 "NEED NOT BE BUILT".
 7. DRIVE COURT "MUST BE BUILT".
 8. DRIVE COURT "NEED NOT BE BUILT".
 9. PORCHES AND PATIOS ARE "LIMITED COMMON ELEMENT".
 10. REFER TO THE BUILDING FLOOR PLAN DRAWINGS FOR PATIO DETAIL.
 11. ALL WALKWAYS FROM THE DRIVE TO THE PORCH ARE "LIMITED COMMON ELEMENT".

LEGEND

(28)	COORDINATE POINT
12	UNIT NUMBER
(Hatched Box)	BUILDING NUMBER PER ENGINEERING DRAWINGS
(Hatched Box)	GENERAL COMMON ELEMENT
(Hatched Box)	LIMITED COMMON ELEMENT
(Hatched Box)	PORCH
(Hatched Box)	DRIVEWAY
(Hatched Box)	CARPARK



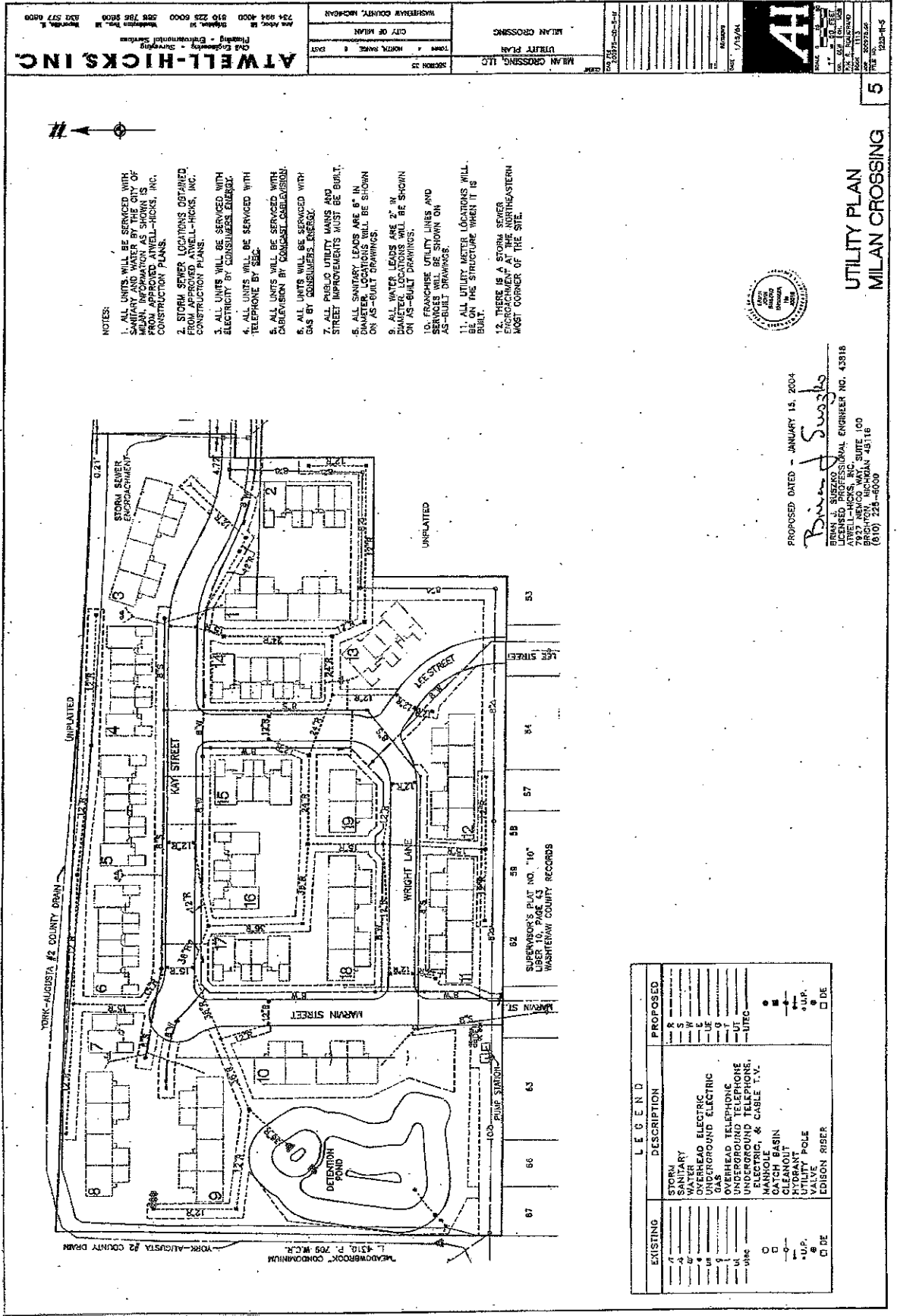
COORDINATE TABLE

COORDINATE NO.	NORTHING	EASTING
1	11821.00	8762.33
2	11822.32	8761.45
3	11824.74	8761.20
4	11824.45	8761.42
5	11825.80	8760.62
6	11826.30	8760.82
7	11827.11	8761.02
8	11828.20	8761.13
9	11829.08	8761.48
10	11829.88	8761.55
11	11830.33	8761.87
12	11830.48	8762.40
13	11830.55	8762.40
14	11830.55	8762.40
15	11830.55	8762.40
16	11830.55	8762.40
17	11830.55	8762.40
18	11830.55	8762.40
19	11830.55	8762.40
20	11830.55	8762.40
21	11830.55	8762.40
22	11830.55	8762.40
23	11830.55	8762.40
24	11830.55	8762.40
25	11830.55	8762.40
26	11830.55	8762.40
27	11830.55	8762.40
28	11830.55	8762.40
29	11830.55	8762.40
30	11830.55	8762.40
31	11830.55	8762.40

PROPOSED DATE - JANUARY 16, 2004
 BROWN & SUTZMAN, INC.
 LANDSCAPE ARCHITECTS, INC.
 7927 N. W. 40TH AVE.
 BIRMINGHAM, AL 35218
 (205) 225-8800

**SITE PLAN
 MILAN CROSSING**

<p>44</p> <p>DATE: 1/16/04</p> <p>BY: [Signature]</p> <p>SCALE: 1"=40'</p> <p>PROJECT: MILAN CROSSING</p>	<p>MILAN CROSSING, LLC</p> <p>SITE PLAN</p> <p>MILAN CROSSING</p>	<p>SECTION 36</p> <p>TOWN & NORTH, RANGE & EAST</p> <p>CITY OF MILAN</p> <p>WASHINGTON COUNTY, ILLINOIS</p>	<p>ATWELL-HICKS, INC.</p> <p>Civil Engineering • Surveying Planning • Environmental Services</p> <p>Ann Arbor, MI 734 984 4000 Birmingham, MI 810 225 8000 Washington, DC 202 789 8000 Nashville, TN 615 577 0600</p>
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PROPOSED DATED - JANUARY 15, 2004
David J. Swartz
 David J. Swartz
 LICENSED PROFESSIONAL ENGINEER NO. 43918
 ATWELL-HICKS, INC.
 7827 ANN ARBOR WAY, SUITE 100
 ANN ARBOR, MI 48106
 (313) 225-6000

**UTILITY PLAN
 MILAN CROSSING**

[illegible]

PROPOSED DATED - JANUARY 15, 2004
Private of Swartz
 BRIAN J. SWARTZ
 LICENSED PROFESSIONAL ENGINEER NO. 43818
 ATWELL-HOLTS, INC.
 7927 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (616) 229-9600

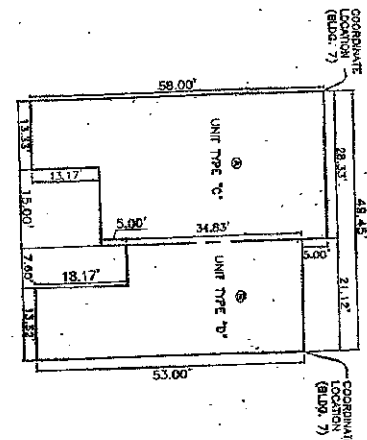


BUILDING PERIMETER PLAN -
MILAN CROSSING

NOTE:
1. BUILDING DIMENSIONS HAVE BEEN PROVIDED BY THE DEVELOPER. ARCHITECTS FINAL DIMENSIONS MAY VARY FROM PLAN.

NOTE:
1. BUILDING DIMENSIONS HAVE BEEN
PROVIDED BY THE DEVELOPER. ARCHITECTS
FINAL DIMENSIONS MAY VARY FROM PLAN.

PERIMETER PLAN - BUILDING 7



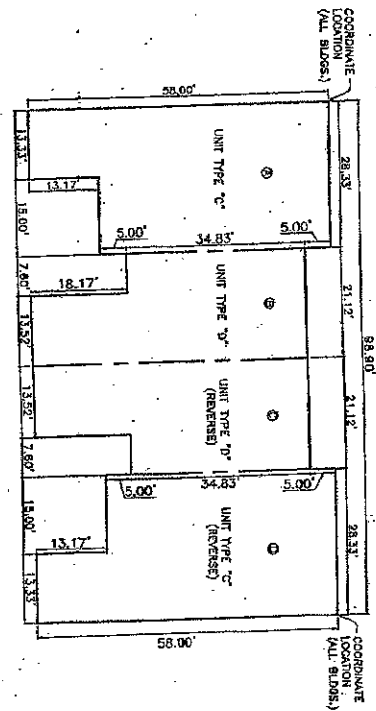
UNIT NO		UNIT IDENTIFIER		F.F.	
Bldg.	NO.	Q	Q	N/A	ELCV.
	30	32	Q	N/A	70.47
	7	86	N/A	N/A	70.47
	52	86	85	54	70.57
	15	86	85	87	70.27
	18	84	85	71	70.22
	8	87	89	70	70.07
	17	72	73	74	70.07

LEGEND

*A UNIT TYPE

② UNIT IDENTIFIER
(REFER TO UNIT SCHEDULE)

PERIMETER PLAN - BUILDINGS 13, 15, 16, 17



PROPOSED DATED - JANUARY 15, 2004

Brian J. Sustek

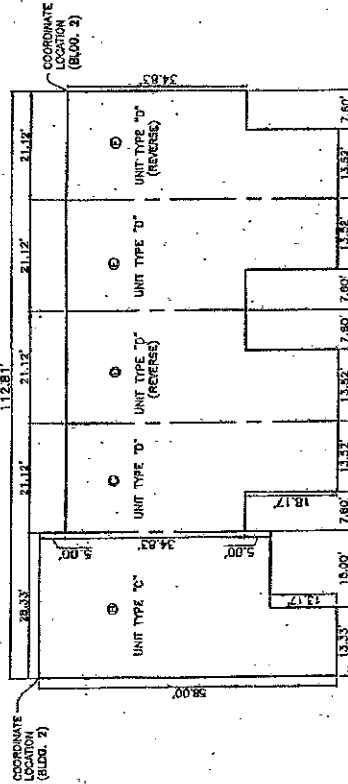
BRIAN J. SUSTEK
LICENSED PROFESSIONAL ENGINEER, NO. 43816
ATWELL-HICKS, INC.
7927 NENAGO WAY, SUITE 100
BRIGHTON, MICHIGAN 48118
(810) 225-5000

BUILDING PERIMETER PLAN
MILAN CROSSING

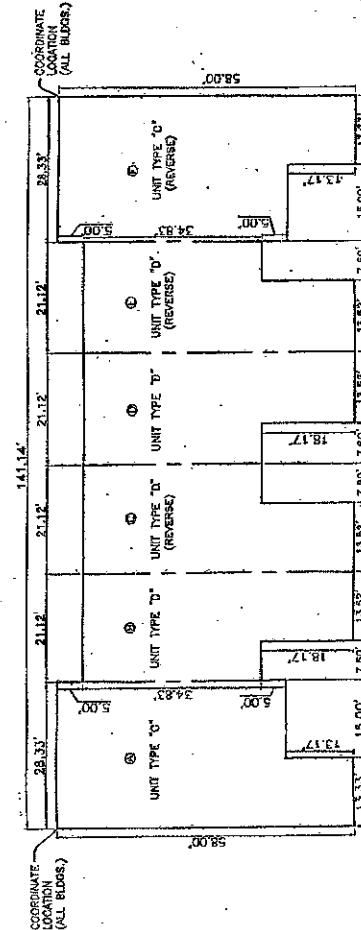
NOTE:
1. BUILDING DIMENSIONS HAVE BEEN
PROVIDED BY THE DEVELOPER. ARCHITECTS
FINAL DIMENSIONS MAY VARY FROM PLAN.

[illegible]

PERIMETER PLAN - BUILDING 2



PERIMETER PLAN - BUILDINGS 4, 5, 6, 14



LEGEND

"A" UNIT TYPE

④ UNIT IDENTIFIER
(REFER TO UNIT SCHEDULE)

BLDG NO.	UNIT IDENTIFIER										FLOOR
	1	2	3	4	5	6	7	8	9	10	
1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10A
2	10	12	11	11	11	11	12	12	12	12	10A-12
3	25	25	25	25	25	25	25	25	25	25	10A-25
4	51	51	51	51	51	51	51	51	51	51	10A-51
5	53	53	53	53	53	53	53	53	53	53	10A-53
6	54	54	54	54	54	54	54	54	54	54	10A-54
7	55	55	55	55	55	55	55	55	55	55	10A-55
8	56	56	56	56	56	56	56	56	56	56	10A-56
9	57	57	57	57	57	57	57	57	57	57	10A-57
10	58	58	58	58	58	58	58	58	58	58	10A-58
11	59	59	59	59	59	59	59	59	59	59	10A-59
12	60	60	60	60	60	60	60	60	60	60	10A-60
13	61	61	61	61	61	61	61	61	61	61	10A-61
14	62	62	62	62	62	62	62	62	62	62	10A-62
15	63	63	63	63	63	63	63	63	63	63	10A-63
16	64	64	64	64	64	64	64	64	64	64	10A-64
17	65	65	65	65	65	65	65	65	65	65	10A-65
18	66	66	66	66	66	66	66	66	66	66	10A-66
19	67	67	67	67	67	67	67	67	67	67	10A-67
20	68	68	68	68	68	68	68	68	68	68	10A-68
21	69	69	69	69	69	69	69	69	69	69	10A-69
22	70	70	70	70	70	70	70	70	70	70	10A-70
23	71	71	71	71	71	71	71	71	71	71	10A-71
24	72	72	72	72	72	72	72	72	72	72	10A-72
25	73	73	73	73	73	73	73	73	73	73	10A-73
26	74	74	74	74	74	74	74	74	74	74	10A-74
27	75	75	75	75	75	75	75	75	75	75	10A-75
28	76	76	76	76	76	76	76	76	76	76	10A-76
29	77	77	77	77	77	77	77	77	77	77	10A-77
30	78	78	78	78	78	78	78	78	78	78	10A-78
31	79	79	79	79	79	79	79	79	79	79	10A-79
32	80	80	80	80	80	80	80	80	80	80	10A-80
33	81	81	81	81	81	81	81	81	81	81	10A-81
34	82	82	82	82	82	82	82	82	82	82	10A-82
35	83	83	83	83	83	83	83	83	83	83	10A-83
36	84	84	84	84	84	84	84	84	84	84	10A-84
37	85	85	85	85	85	85	85	85	85	85	10A-85
38	86	86	86	86	86	86	86	86	86	86	10A-86
39	87	87	87	87	87	87	87	87	87	87	10A-87
40	88	88	88	88	88	88	88	88	88	88	10A-88
41	89	89	89	89	89	89	89	89	89	89	10A-89
42	90	90	90	90	90	90	90	90	90	90	10A-90
43	91	91	91	91	91	91	91	91	91	91	10A-91
44	92	92	92	92	92	92	92	92	92	92	10A-92
45	93	93	93	93	93	93	93	93	93	93	10A-93
46	94	94	94	94	94	94	94	94	94	94	10A-94
47	95	95	95	95	95	95	95	95	95	95	10A-95
48	96	96	96	96	96	96	96	96	96	96	10A-96
49	97	97	97	97	97	97	97	97	97	97	10A-97
50	98	98	98	98	98	98	98	98	98	98	10A-98
51	99	99	99	99	99	99	99	99	99	99	10A-99
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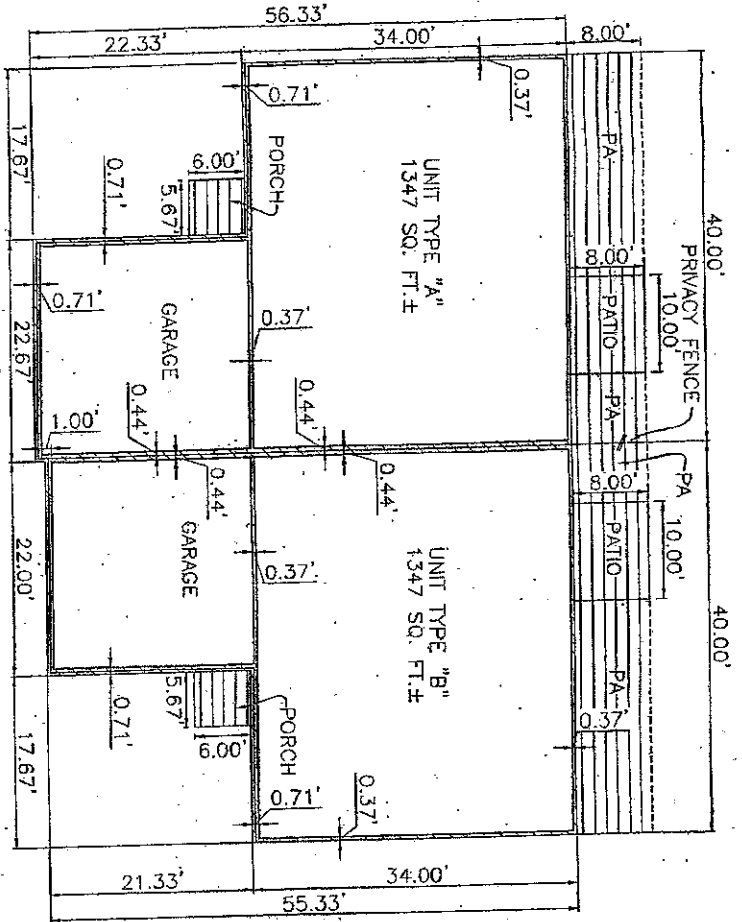
PROPOSED DATED - JANUARY 15, 1994
Private Survey
 BRIAN J. SLEZAK
 LICENSED PROFESSIONAL ENGINEER NO. 43818
 ATWOOD-HIGGS, LLC
 7827 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 225-8000



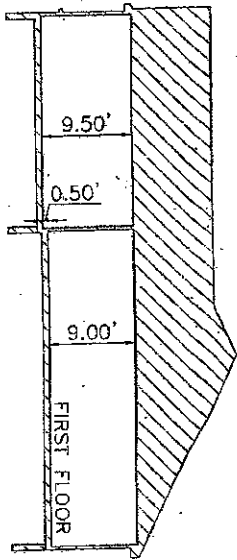
**BUILDING PERIMETER PLAN
MILAN CROSSING**

NOTE:
1. BUILDING DIMENSIONS HAVE BEEN PROVIDED BY THE DEVELOPER. ARCHITECTS FINAL DIMENSIONS MAY VARY FROM PLAN.

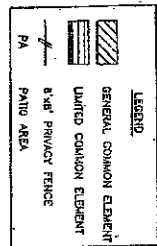
FIRST FLOOR PLAN



BUILDING SECTION



SCALE 3/8" inch = 1'-0" ft.



NOTE
 1. BUILDING DIMENSIONS HAVE BEEN PROVIDED BY THE
 SUBMITTER. DIMENSIONS MAY VARY FROM
 PLAN
 2. PATIOS NEED NOT BE BUILT.



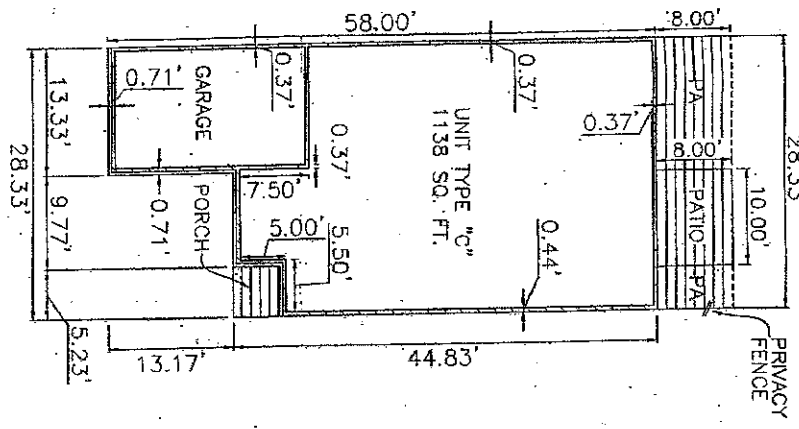
PROPOSED DATED - JANUARY 15, 2004
 Brian J. Suszko
 BRYAN J. SUSZKO
 REGISTERED PROFESSIONAL ENGINEER, NO. 43818
 ATWELL-HICKS INC.
 7827 NEXCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (313) 223-6600

UNIT TYPES 'A' AND 'B'
 MILAN CROSSING

9

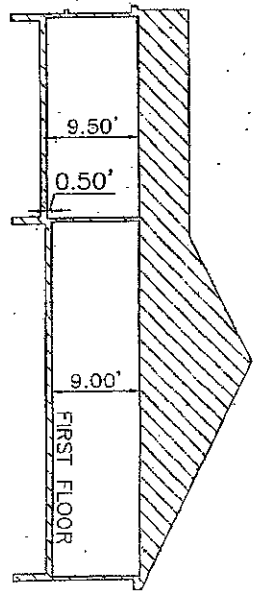
44 023-5-9	TITLE MILAN CROSSING, LLC FIRST FLOOR & BUILDING SECTION UNIT TYPES 'A' & 'B' MILAN CROSSING	SECTION 35 TOWN & NORTH BRIDGE & EAST CITY OF MILAN WASHINGTON COUNTY, MICHIGAN	ATWELL-HICKS INC. Civil Engineering - Surveying Planning - Environmental - Consulting 400 Adams St. 726 894 4000 810 223 6000 585 766 5800 Brighton, MI 48116 430 577 0800	9 023-5-9
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FIRST FLOOR PLAN



NOTE:
 1. BUILDING DIMENSIONS HAVE BEEN
 PROVIDED FOR INFORMATION ONLY.
 FINAL DIMENSIONS MAY VARY FROM PLAN.
 2. PATIOS NEED NOT BE BUILT.

BUILDING SECTION



LEGEND

[Hatched Box]	GENERAL COMMON ELEMENT
[Solid Box]	UNITED COMMON ELEMENT
[Line with Dash]	6" x 8" PRIVACY FENCE
[Dashed Box]	PATIO AREA

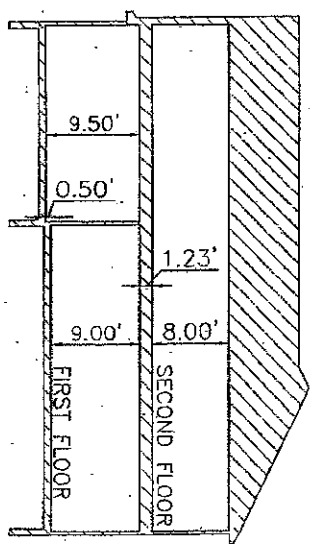
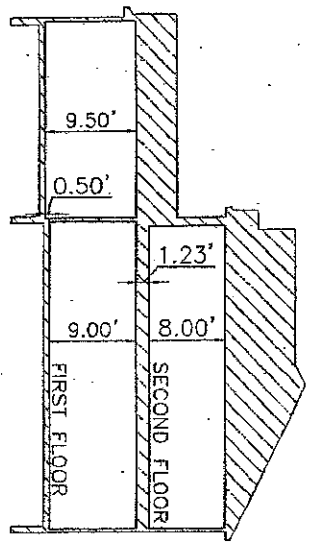
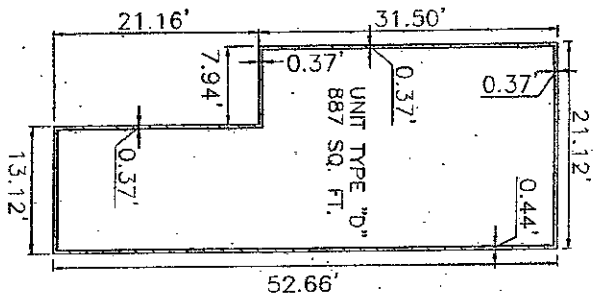
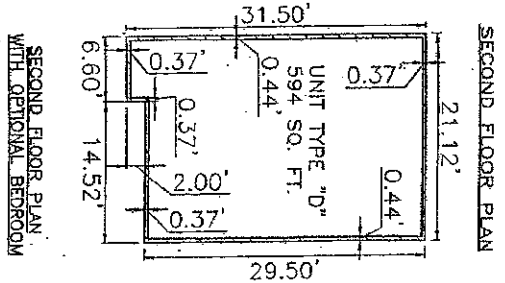
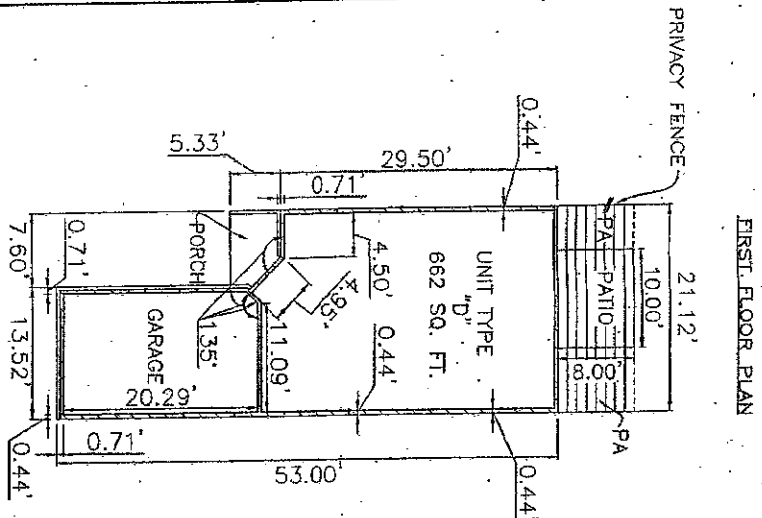


EXPOSED DATED - JANUARY 15, 2004
 Brian J. Smith
 B. J. SMITH
 LICENSED PROFESSIONAL ENGINEER NO. 43118
 ATWELL-HICKS, INC.
 7427 HENCKS WAY, SUITE 100
 BIRMINGHAM, ALABAMA 35218
 (810) 225-5000

UNIT TYPE 'C'
 MILAN CROSSING 10

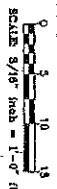
ATWELL-HICKS, INC. Civil Engineering & Surveying Planning & Environmental Services 200 Adams St. Birmingham, AL 35203-4000 205 254 4000 205 255 6000 205 786 8800 205 577 0000		SECTION 305 TOWN 4 NORTH, RANGE 8 EAST CITY OF MILAN WASHINGTON COUNTY, MICHIGAN		MILAN CROSSING, LLC FIRST FLOOR & BUILDING SECTION UNIT TYPE 'C' MILAN CROSSING		DATE 01/23/2004 DRAWN BY 1/15/04 CHECKED BY DESIGNED BY PROJECT NO. 225-5000 SHEET NO. 10 OF 10	
---	--	---	--	--	--	--	--

NOTE:
 1. BUILDING DIMENSIONS HAVE BEEN PROVIDED BY THE DEVELOPER ARCHITECTS.
 2. PATIOS NEED NOT BE BUILT.



LEGEND

[Hatched Box]	GENERAL COMMON ELEMENT
[Hatched Box]	LIMITED COMMON ELEMENT
[Line]	6'-0" PRIVACY FENCE
[Line]	PATIO AREA



PROPOSED DATED - JANUARY 15, 2004
 Brian J. Susick
 LICENSED PROFESSIONAL ENGINEER NO. 43518
 2722 LAMAR AVENUE, SUITE 100
 BIRMINGHAM, ALABAMA 35216
 (810) 225-6000

UNIT TYPE "D"
 MILAN CROSSING

ATWELL-HICKS, INC. Civil Engineering • Surveying Planning • Environmental Services Ann Arbor, MI 734 994 4000 Brighton, MI 810 225 9000 Washington Township, MI 586 726 9000 Royal Oak, MI 800 577 0900		SECTION 35 NORTH, RANGE 6 EAST CITY OF MILAN WASHTENAW COUNTY, MICHIGAN	DRAWN BY: J. SUSICK CHECKED BY: J. SUSICK DATE: 1/15/04 SCALE: AS SHOWN SHEET: 11
--	--	--	---



OFFICIAL SEAL

08/24/2004
L-4419 P-767Washtenaw Co., MI
Peggy M. Haines
CLERK
REGISTER

Page: 1 of 2

08/24/2004 02:30P

Peggy M Haines, Washtenaw DMAAM 3333347

L-4419 P-767

FIRST AMENDMENT TO MASTER DEED OF MILAN CROSSING

This First Amendment to Master Deed ("Amendment") is made on Aug 18, 2004 by Milan Crossing, LLC, a Michigan limited liability company ("Developer"), whose address is 16548 Cone Road, Milan, Michigan 48160, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established Milan Crossing, ~~LLC~~ as a Condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on January 23, 2004 in Liber 4356, Page 488, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 444 (collectively, "Master Deed").

B. Developer reserved the right to amend the Master Deed and Bylaws pursuant to Article 7 of the Master Deed to clarify provisions of the Master Deed and Bylaws, and to create additional Limited Common Elements within the convertible areas of the Condominium pursuant to Article 8 of the Master Deed.

C. Pursuant to the provisions of the Master Deed and the Act, Developer wishes to amend the Master Deed to add a limited common element privacy fence located at the rear edge of each patio and the adjacent patio area and connecting to the privacy fence between adjacent units.

AMENDMENT

Developer amends the Master Deed as follows:

1. Limited Common Element Privacy Fence. Section 4.2.2 of the Master Deed is amended to read as follows:

"4.2.2. Patios, Porches, Patio Area and Privacy Fences. Each individual porch and any patio, patio areas or privacy fence adjacent to a Unit as generally depicted on Exhibit B is limited in use to the Co-Owner of the Unit served thereby. If a privacy fence serves two adjacent units, then the privacy fence shall by appurtenant to the two Units served. In addition to the privacy fence between the adjacent Units as depicted on Exhibit B, Developer may also install a Limited Common Element privacy



08/24/2004 02:30P

Peggy M Haines, Washtenaw DPAAM 5585947 L-4419 P-767

fence serving and appurtenant to a Unit located along the rear edge of the patio and the patio area adjacent to the privacy fence between adjacent Units"

2. Animals and Pets. The first sentence of Section 6.4 of the Bylaws is amended to read as follows:

"Without prior written consent of the Board of Directors, no animal or pet other than two cats or one dog or one cat and one dog, each not to exceed thirty pounds in weight (per animal or pet) shall be kept in the Condominium by a Co-Owner."

3. Effect. Except as modified by this Amendment, the Master Deed remains in full force and effect

Dated: Aug 18, 2004

MILAN CROSSING, LLC, a Michigan limited liability company

By: Robert H. Heath Sr.
Robert H. Heath, Sr.
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

On this 18th day of August, 2004, the foregoing Master Deed was acknowledged before me by Robert H. Heath, Sr., the Manager of Milan Crossing, LLC, a Michigan limited liability company, on behalf of said company

Brenda K. Willwerth
Brenda K. Willwerth Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: June 3, 2008

PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra L. Sorini (P36305)
BODMAN LLP
110 Miller Avenue, Suite 300
Ann Arbor, Michigan 48104
(734) 761-3780

BRENDA K. WILLWERTH
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES Jun 3, 2008
ACTING IN THE COUNTY OF
Washtenaw



SECOND AMENDMENT TO MASTER DEED OF MILAN CROSSING

This Second Amendment to Master Deed ("Amendment") is made on November 4, 2005 by Milan Crossing, LLC, a Michigan limited liability company ("Developer"), whose address is 16548 Cone Road, Milan, Michigan 48160, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established Milan Crossing as a Condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on January 23, 2004 in Liber 4356, Page 488, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 444, and amended by First Amendment to Master Deed of Milan Crossing recorded on August 24, 2004 in Liber 4419, page 767, Washtenaw County Records (collectively, "Master Deed").

B. Developer reserved the right to amend the Master Deed and Bylaws pursuant to Article 7 of the Master Deed and Article 16 of the Bylaws to clarify and amend provisions of the Bylaws.

C. Pursuant to the provisions of the Master Deed, Bylaws and the Act, Developer wishes to amend the Bylaws to establish a fixed late fee for late payment of Association assessments, as set forth in this Amendment.

AMENDMENT

Developer amends the Bylaws attached to the Master Deed as Exhibit A as follows:

1. Late Fees. Section 2.3 of the Bylaws is amended to read as follows:

"2.3 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subparagraph 2.2.1 above shall be payable by Co-Owners monthly unless otherwise determined by

the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

"Each assessment installment in default for ten (10) or more days shall be subject to a fixed late fee of \$25 payable to the Association by the delinquent Unit Owner to compensate the Association for its administrative costs associated with the late payment ("Late Fee"). The Late Fee established by this section may be modified by resolution of the Board of Directors if warranted by change in administrative costs. A copy of any such resolution shall be provided to each Unit Owner. In the event any assessment installment is 30 days or more overdue, such installment shall bear interest from the initial due date due at the rate of seven percent (7%) per annum until such installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy additional fines for the late payment of assessment installments, in addition to interest and Late Fees, and shall consider each 30 day period of delinquency an additional violation. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including Late Fees, interest, fines for late payment and costs of collection and enforcement of payment) pertinent to such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any Late Fees, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates."

2. Effect. Except as modified by this Amendment, the Master Deed and Bylaws remain in full force and effect.

(signatures on following page)

Dated: Nov 4th, 2005

MILAN CROSSING, LLC, a Michigan limited liability company

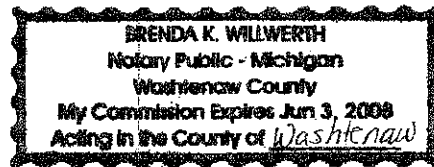
By: Robert H. Heath
Robert H. Heath, Sr.
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 4th day of November, 2005, the foregoing Master Deed was acknowledged before me by Robert H. Heath, Sr., the Manager of Milan Crossing, LLC, a Michigan limited liability company, on behalf of said company.

Brenda K. Willwerth
Brenda K. Willwerth Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: June 3, 2008

✓ PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
110 Miller Avenue, Suite 300
Ann Arbor, Michigan 48104
(734) 761-3780



COPY

Page: 1 of 2



11:23 A
04/23/07

ACS-5787320-AM-2007-2
Lawrence Kestenbaum, Washtenaw

L- 4620 P- 784

THIRD AMENDMENT TO MASTER DEED OF MILAN CROSSING

This Third Amendment to Master Deed ("Amendment") is made on April 16, 2007 by Milan Crossing, LLC, a Michigan limited liability company ("Developer"), whose address is 16548 Cone Road, Milan, Michigan 48160, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established Milan Crossing as a Condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on January 23, 2004 in Liber 4356, Page 488, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 444, amended by First Amendment to Master Deed of Milan Crossing recorded on August 24, 2004 in Liber 4419, page 767, Washtenaw County Records, and Second Amendment to Master Deed of Milan Crossing recorded on December 1, 2005 in Liber 4524, page 589, Washtenaw County Records (collectively, "Master Deed").

B. Developer reserved the right to amend the Master Deed and Bylaws pursuant to Article 7 of the Master Deed and Article 16 of the Bylaws to clarify and amend provisions of the Bylaws.

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

AMENDMENT

Developer amends the Bylaws attached to the Master Deed as Exhibit A as follows:

1. Records. Section 14.1 of the Bylaws is amended to read as follows:

"14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, which shall specify the maintenance and repair expenses of the Common Elements, and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be available for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed at least annually by qualified independent

accountants; provided, however, that such accountants need not be certified public accountants nor does such review need to be a certified review. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such reviewed financial statement starting ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such review and any accounting expenses shall be expenses of administration."

2. Effect. Except as modified by this Amendment, the Master Deed and Bylaws remain in full force and effect.

Dated: 4-16, 2007

MILAN CROSSING, LLC, a Michigan limited liability company

By: [Signature]

Robert H. Heath, Sr.

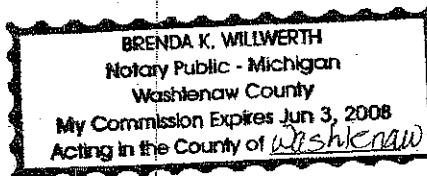
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 16th day of April, 2007, the foregoing Master Deed was acknowledged before me by Robert H. Heath, Sr., the Manager of Milan Crossing, LLC, a Michigan limited liability company, on behalf of said company.

[Signature]
Brenda K. Willwerth Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 6-3-08

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





COPY

FOURTH AMENDMENT TO MASTER DEED OF MILAN CROSSING

This Fourth Amendment to Master Deed ("Amendment") is made on April 17, 2009 by Milan Crossing, LLC, a Michigan limited liability company ("Developer"), whose address is 11001 Wabash Road, Milan, Michigan 48160, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

A. Developer established Milan Crossing as a Condominium ("Condominium") by recording the Master Deed, Bylaws and Condominium Subdivision Plan on January 23, 2004 in Liber 4356, Page 488, Washtenaw County Records, being Washtenaw County Subdivision Plan No. 444, amended by First Amendment to Master Deed of Milan Crossing recorded on August 24, 2004 in Liber 4419, page 767, Washtenaw County Records, Second Amendment to Master Deed of Milan Crossing recorded on December 1, 2005 in Liber 4524, page 589, Washtenaw County Records and Third Amendment to Master Deed of Milan Crossing recorded on April 23, 2007 in Liber 4620 Page 784, Washtenaw County Records (collectively, "Master Deed").

B. Developer reserved the right to amend the Master Deed and Condominium Subdivision Plan pursuant to Article 7 and Article 9 of the Master Deed to remove all or any portion of the Contractible Area of the Condominium.

C. Pursuant to the provisions of the Master Deed and the Act, Developer wishes to amend the Master Deed and Condominium Subdivision Plan, as set forth in this Amendment to contract, remove certain Contractible Areas from the Condominium and establish certain easements for the benefit of the Contracted Area and the Project as contracted.

AMENDMENT

Developer amends the Master Deed as follows:

1. **Legal Description of Project/Number of Units.** Article 2 of the Master Deed is amended by deleting the legal description of the land submitted to the Condominium Project and substituting the legal description attached as Exhibit A-1, decreasing the number of Units in the

Project or Contracted Area. Together the foregoing (a) through (d) are referred to as "Shared Easements and Facilities."

4.3 Reservation of Rights. Developer reserves the right to amend, revise, relocate or eliminate any of the Shared Easements and Facilities located within the Contracted Area, including but not limited to existing roads and utilities, in a manner deemed necessary or advisable by Developer for the development and sale of the Contracted Area as a residential or other development ("Revision Right"). Any exercise of Developer's Revision Right shall ensure that the Project continues to be adequately served by roads and utilities in accordance with the requirements of applicable governmental authorities. Developer shall pay all costs associated with exercise of Developer's Revision Right. Developer shall provide the Association with the notice of exercise of Developer's Revision Right along with a description and sketch showing the changes to the Shared Easements and Facilities ("Changes"). Upon exercise of Developer's Revision Right, the Shared Easements and Facilities shall be deemed amended consistent with the Changes, and Developer shall record a Notice of Exercise of Developer's Revision Right describing and depicting the Changes.

4.4 Cross Easements and Maintenance.


4.4.1 The Project and Contracted Area and the owners and occupants of the Project and the Contracted Area shall have cross easements for use, maintenance, repair and replacement of the Shared Easements and Facilities.

4.4.2 Developer shall remain responsible for dedication to the City of Milan ("City") the main roads, street lighting, water mains, sewer mains and stormwater facilities serving the Project as contracted, subject to Developer's Revision Right described in Section 4.3 above, and for any and all work associated with completing such roads and utilities as required by the City prior to acceptance of such dedication. Except to the extent that the City undertakes snow plowing and ice removal of the main roads serving the Project as contracted, Developer and the Association shall share equally the cost of such snow plowing and ice removal until dedication of the main roads to the City. The Association shall be responsible for snow plowing and ice removal on the driveways, sidewalks and Gray Court within the Project as contracted.

4.4.3 Subject to Section 4.4.2 above and 4.4.3 below, the Association shall be responsible for any necessary maintenance, repair and replacement of the Shared Easements and Facilities, except to the extent of dedication to any governmental body or utility company, and the cost of such work shall be assessed to the Project Unit Owners in accordance with Article 2 of the Bylaws. In the event the Association fails to undertake any necessary maintenance, repair and replacement of the Shared Facilities and Easements, the owner or owners of the Contracted Area may undertake such work and bill the Association for the Association's share of the cost.


Dated: 4-17, 2009

MILAN CROSSING, LLC, a Michigan limited liability company

By: 
Robert H. Heath, Sr.
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 17 day of April, 2009, the foregoing Master Deed was acknowledged before me by Robert H. Heath, Sr., the Manager of Milan Crossing, LLC, a Michigan limited liability company, on behalf of said company.


Sandra E. King Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 8/8/2015

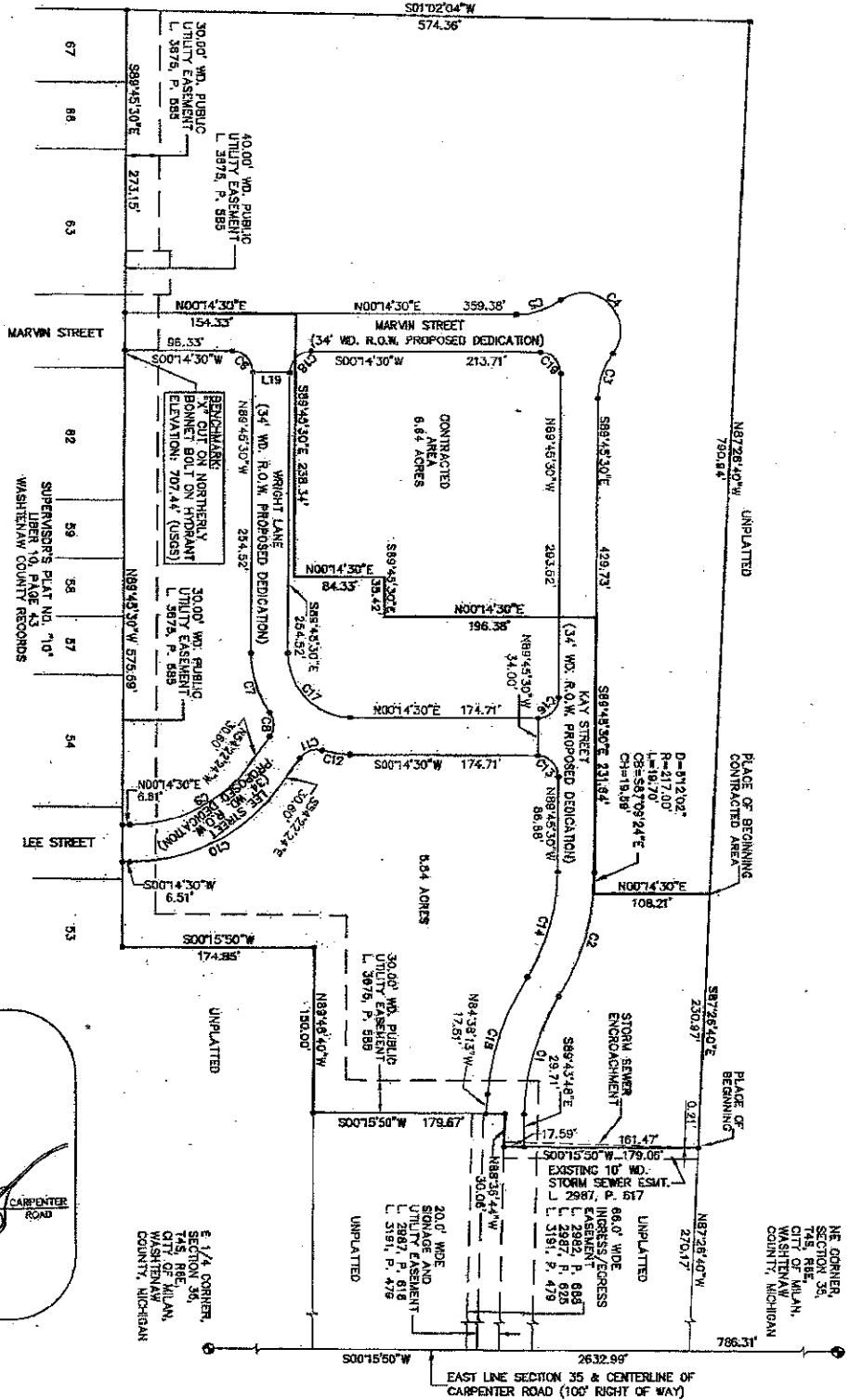
PREPARED BY AND WHEN
RECORDED RETURN TO:
Sandra Sorini Elser (P36305)
BODMAN LLP
201 South Division, Suite 400
Ann Arbor, Michigan 48104
(734) 761-3780

Parcel ID No. 19-19-35-125-007
19-19-35-125-008

EXHIBIT A-2

Legal Description of Contracted Area

COMMENCING AT THE NORTHEAST CORNERS OF SECTION 35, T4S, R6E, CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN; THENCE S00°15'50"W 786.31 FEET ALONG THE EAST LINE OF SAID SECTION 35 AND THE CENTERLINE OF CARPENTER ROAD (100.00 FEET WIDE); THENCE N87°26'40"W 501.14 FEET FOR A PLACE OF BEGINNING; THENCE N87°26'40"W 790.94 FEET; THENCE S01°02'04"W 574.36 FEET ALONG THE EAST LINE OF "MEADOWBROOK" CONDOMINIUM, AS RECORDED IN LIBER 4310, PAGE 709, WASHTENAW COUNTY RECORDS; THENCE S89°45'30"E 273.15 FEET ALONG THE NORTH LINE OF "SUPERVISOR'S PLAT NO. 10" AS RECORDED IN LIBER 10, PAGE 43, WASHTENAW COUNTY RECORDS; THENCE N00°14'30"E 154.33 FEET; THENCE S89°45'30"E 238.34 FEET; THENCE N00°14'30"E 84.33 FEET; THENCE S89°45'30"E 35.42 FEET; THENCE N00°14'30"E 196.38 FEET; THENCE S89°45'30"E 231.64 FEET; THENCE 19.70 FEET ALONG THE ARC OF A 217.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING S87°09'24"E 19.69 FEET; THENCE N00°14'30"E 108.21 FEET TO THE PLACE OF BEGINNING, BEING PART OF THE NORTHEAST 1/4 OF SAID SECTION 35, CONTAINING 6.64 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.



LEGEND

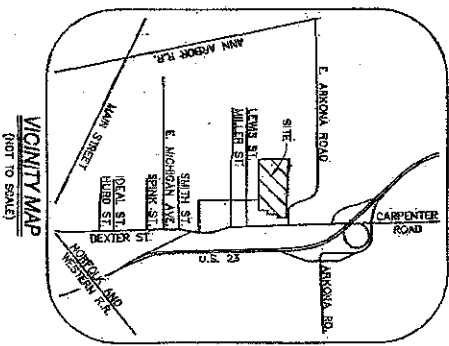
•	CONCRETE MONUMENT
•	SECTION CORNER

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	CHORD	BEARING
C1	112.24	213.00	82.72	111.61	30.21	111.61
C2	119.54	213.00	82.72	117.64	31.02	117.64
C3	43.86	34.50	37.17	117.64	31.02	117.64
C4	37.85	34.50	37.17	117.64	31.02	117.64
C5	28.85	34.50	37.17	117.64	31.02	117.64
C6	28.85	34.50	37.17	117.64	31.02	117.64
C7	28.85	34.50	37.17	117.64	31.02	117.64
C8	28.85	34.50	37.17	117.64	31.02	117.64
C9	28.85	34.50	37.17	117.64	31.02	117.64
C10	28.85	34.50	37.17	117.64	31.02	117.64
C11	28.85	34.50	37.17	117.64	31.02	117.64
C12	28.85	34.50	37.17	117.64	31.02	117.64
C13	28.85	34.50	37.17	117.64	31.02	117.64
C14	28.85	34.50	37.17	117.64	31.02	117.64
C15	28.85	34.50	37.17	117.64	31.02	117.64
C16	28.85	34.50	37.17	117.64	31.02	117.64
C17	28.85	34.50	37.17	117.64	31.02	117.64
C18	28.85	34.50	37.17	117.64	31.02	117.64
C19	28.85	34.50	37.17	117.64	31.02	117.64

LINE TABLE

LINE	BEARING	LENGTH
L18	N001°43'30\"W	14.91



04/01/09
PROPOSED DATED
ANTHONY T. SINGO, JR., P.E.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47878

1. S. SINGO, JR.

1. BEARINGS ARE BASED ON SUPERVISOR'S PLAT NO. 10 AS RECORDED IN LIBER 10 OF PLATS, PAGE 43, WASHTENAW COUNTY RECORDS.

2. ALL ROADWAYS ARE "PROPOSED DEDICATED".

3. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 4283, P. 931 AND L. 4305, P. 391.

4. EASEMENT FOR CONSTRUCTION, IMPROVEMENT, USE, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY OF THE ABOVE AS RECORDED IN L. 3975, P. 664.

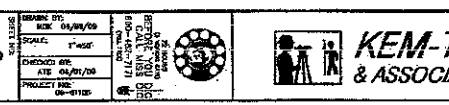
5. COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS AS RECORDED IN L. 223, P. 539 AND L. 2997, P. 607.

6. ROADWAY EASEMENT AGREEMENT AS RECORDED IN L. 2882, P. 888-889 AND L. 2887, P. 888-889 AND AS AMENDED IN L. 3181, P. 479-484.

7. UTILITIES AND SERVICE EASEMENT AGREEMENT AS RECORDED IN L. 3181, P. 479-484.

8. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 3181, P. 479-484.

9. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 3181, P. 479-484.



NOTE: 1. BEARINGS ARE BASED ON SUPERVISOR'S PLAT NO. 10 AS RECORDED IN LIBER 10 OF PLATS, PAGE 43, WASHTENAW COUNTY RECORDS.

2. ALL ROADWAYS ARE "PROPOSED DEDICATED".

3. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 4283, P. 931 AND L. 4305, P. 391.

4. EASEMENT FOR CONSTRUCTION, IMPROVEMENT, USE, MAINTENANCE, REPAIR OR REPLACEMENT OF ANY OF THE ABOVE AS RECORDED IN L. 3975, P. 664.

5. COVENANTS, CONDITIONS, RESTRICTIONS AND OTHER PROVISIONS AS RECORDED IN L. 223, P. 539 AND L. 2997, P. 607.

6. ROADWAY EASEMENT AGREEMENT AS RECORDED IN L. 2882, P. 888-889 AND L. 2887, P. 888-889 AND AS AMENDED IN L. 3181, P. 479-484.

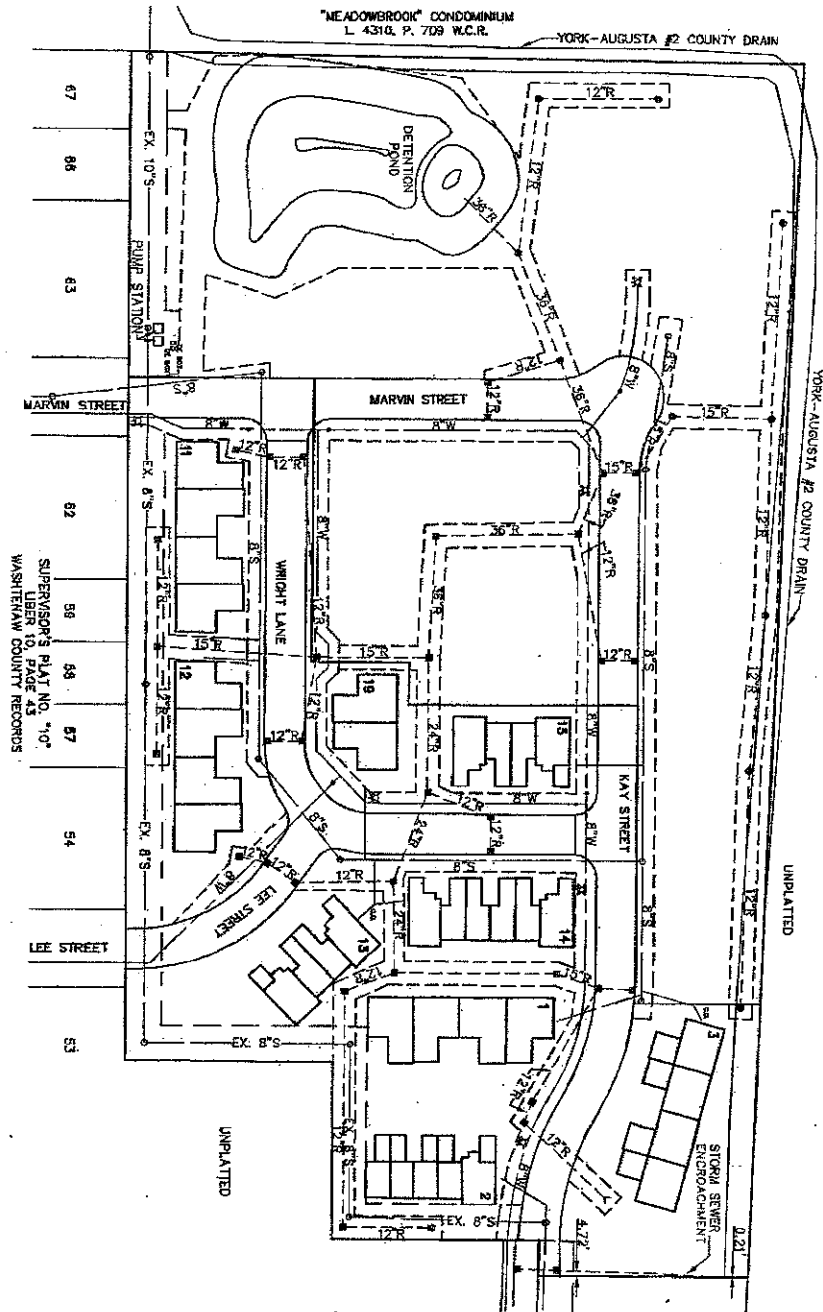
7. UTILITIES AND SERVICE EASEMENT AGREEMENT AS RECORDED IN L. 3181, P. 479-484.

8. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 3181, P. 479-484.

9. BUILDING AND USE RESTRICTIONS AS RECORDED IN L. 3181, P. 479-484.



LEGEND	
■	CATCH BASIN
●	STORM MANHOLE
○	SANITARY SEWER
+	WATER VALVE
✕	HYDRANT
---	STORM DRAIN
---	SANITARY
---	WATER MAIN



SUPERVISOR'S PLAT NO. "10"
LIBER 10, PAGE 43
WASHTENAW COUNTY RECORDS

- NOTES**
1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER BY THE CITY OF MILAN. THE SHOWN IS FROM APPROVED ATWELL-HICKS, INC. CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED ATWELL-HICKS, INC. CONSTRUCTION PLANS.
 3. ALL UNITS WILL BE SERVICED WITH ELECTRICITY BY CONSUMERS ENERGY.
 4. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY SBC.
 5. ALL UNITS WILL BE SERVICED WITH CABLEVISION BY COMCAST CABLEVISION.
 6. ALL UNITS WILL BE SERVICED WITH GAS BY CONSUMERS ENERGY.
 7. ALL PUBLIC UTILITY MAINS AND STREET IMPROVEMENTS TO SERVE THE PROJECT ARE TO BE CONTRACTED MUST BE BUILT.
 8. ALL SANITARY LEADS ARE 6" IN DIAMETER. LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 9. ALL WATER LEADS ARE 2" IN DIAMETER. LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 10. FRANCHISE UTILITY LINES AND SERVICES WILL BE SHOWN ON AS-BUILT DRAWINGS.
 11. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT.
 12. THERE IS A STORM SEWER ENCROACHMENT AT THE NORTHEASTERN MOST CORNER OF THE SITE.

04/01/03

PROPOSED DATED

ANTHONY T. SYCKO, JR., P.E.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976



DRAWN BY: J.M. CHECKED BY: J.M. DATE: 04/01/03 PROJECT: 03-0100	SCALE: 1"=40' SHEET: 5 OF 5	KEM-TEC & ASSOCIATES PROFESSIONAL ENGINEERS PROFESSIONAL SURVEYORS 22556 GRATIOT AVENUE EASTPOINTE, MI 48021 (586)772-2222 PHONE (586)772-4046 (FAX)	CLIENT: MILAN CROSSING, LLC PROJECT: UTILITY PLAN CITY OF MILAN, WASHTENAW CO., MI	REVISION DATE BY DESCRIPTION
			5	1 04/01/03 J.M. 03-0100

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

MILAN CROSSING CONDOMINIUM ASSOCIATION

ID NUMBER: 779590

**received by facsimile transmission on January 7, 2004 is hereby endorsed filed on
January 9, 2004 by the Administrator. The document is effective on the date filed,
unless a subsequent effective date within 90 days after received date is stated in the
document.**



**In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 9th day
of January, 2004.**

, Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES -- CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU		
Date Received		(FOR BUREAU USE ONLY)
Name Sandra L. Sorini		EFFECTIVE DATE:
Address 110 Miller, Suite 300		
City	State Zip	
Ann Arbor, Michigan 48104		

Document will be returned to the name and address you enter above.

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

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

ARTICLE I.

The name of the corporation is: Milan Crossing Condominium Association

ARTICLE II.

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

- A. To manage and administer the affairs of and to maintain Milan Crossing, a Michigan residential condominium (the "Condominium");
- B. To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- C. To carry insurance and to collect and allocate the proceeds thereof;
- D. To rebuild improvements after casualty;
- E. To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of the Condominium;
- F. To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- G. To own, maintain and improve, and to buy, sell, convey, assign, mortgage, lease (as Landlord or Tenant), or otherwise grant interests in any real or personal property for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association. Not in limitation of the foregoing, the Association may acquire and own units in the Condominium;
- H. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

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I. To enforce the provisions of the Master Deed, Condominium and Corporate By-Laws and these Articles of Incorporation and such Rules and Regulations of the Association as may hereafter be adopted;

J. To sue in all courts and participate in actions and proceedings judicial, administrative, arbitrate or otherwise;

K. To do anything required of or permitted to the Association as administrator of the Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts of Michigan of 1978, as from time to time amended;

L. In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III.

The Association is organized upon a non-stock membership basis. The amount of assets which the Association possesses is:

Real Property:	None
Personal Property:	None

The corporation is to be financed under the following general plan: Assessment of Members.

ARTICLE IV.

The location and post office address of the first registered office is:

16548 Cone Road, Milan, Michigan 48160

The name of the first resident agent is Robert H. Heath, Sr.

ARTICLE V.

The name and address of the incorporator is as follows:

Name	Business Address
Milan Crossing, LLC	16548 Cone Road Milan, Michigan 48160

ARTICLE VI.

The term of corporate existence is perpetual.

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:

A. Each co-owner of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership. The Developer named in the Condominium Master Deed and any successor Developer shall be a member of the Association until all units have been conveyed to individual purchasers.

B. Membership in the Association by persons other than the Developer shall be established by acquisition of ownership of a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of ownership of the unit and the furnishing of evidence of such change of ownership satisfactory to the Association, the new co-owner thereby becoming a member of the Association and the membership of the prior co-owner thereby being terminated.

C. The share of a member in the funds and assets of the Association or other rights of membership cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Condominium unit.

D. Voting by members shall be in accordance with the provisions of the Master Deed, and the Corporate By-Laws of this Association.

ARTICLE VIII.

LIMITATION OF LIABILITY OF VOLUNTEER DIRECTORS AND VOLUNTEER OFFICERS

A. No member of the Board of Directors of the Corporation who is a Volunteer Director as that term is defined in the Michigan Nonprofit Corporation Act (the "Act"), and no officer who is a Volunteer Officer shall be personally liable to this Corporation or its members for monetary damages for breach of fiduciary duty arising under the Act by such Volunteer Director or Volunteer Officer, provided, however, that this provision shall not eliminate or limit the liability of a Volunteer Director or Volunteer Officer for any of the following:

1. A breach of the director or officer's duty of loyalty to the Corporation;
2. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
3. A violation of Section 551(1) of the Act, as amended;
4. A transaction from which the director or officer derived an improper personal benefit;
5. An act or omission occurring before the effective date of this Article;
6. An act or omission that is grossly negligent.

B. The Corporation assumes the liability for all acts or omissions of a Volunteer Director, Volunteer Officer or other volunteer as defined in the Act occurring on or after the effective date of this provision if all of the following are met:

1. The volunteer was acting or reasonably believed 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.
5. The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Act.

C. If the Act is amended after approval of this Article to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, then the liability of directors or officers of the Corporation, in addition to the limitation, elimination and assumption of personal liability contained in this Article shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of a director or officer of the Corporation for or with respect to any acts or omissions occurring prior to the effective date of such amendment or repeal.

ARTICLE IX.

INDEMNIFICATION

Each person who is or was an officer of the Corporation or a member of the Board of Directors, and each person who serves or has served at the request of the Corporation as a director, officer, partner, trustee, employee, agent or committee member of any other corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person in any such capacity or arising out of such status, whether or not the Corporation would have power to indemnify such person against such liability under the laws of the State of Michigan. This right of indemnification shall continue as to a person who ceases to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of that person.

ARTICLE X.

AMENDMENT

These Articles of Incorporation may only be amended by the consent of two-thirds (2/3) of all members.

I, the incorporator sign my name this 6 day of January, 2004

Milan Crossing, LLC

By: Robert H. Heath, Sr.

Robert H. Heath, Sr.

Its: Manager

The Bylaw Digest
for the
Milan Crossing Condominium
Association

March 2010, version 1

The Bylaw Digest for the Milan Crossing Condominium Association

March 2010

Table of Contents

- I. Contact Numbers**
- II. Common Terms and Definitions**
- III. Frequently Asked Questions**
- IV. Updates to Digest**

I. Contact Numbers

If you have concerns or questions regarding your condo, please contact Pinnacle Condominium Management and a member of the Board of Directors.

- A. Condo Association Board of Directors**
See current MCCA Address and Contact Number List
- B. Pinnacle Condominium Management** 734-222-3700
Jeffery Leonard, President
2320 Washtenaw, Suite 200, Ann Arbor, MI 48104
- C. Straub Heating – Heating and Cooling** 734-439-1891
Kirk Straub
306 Marvin, Milan, MI 48160
- D. Smetka Heating & Cooling, Inc.** 734-439-2174
1440 Day Road
Milan, MI 48160
- E. Ann Arbor Air Duct Cleaning – Dryer Vent Cleaning** 734-930-6362
John LaRock, Sr. 800-317-6141
- F. A-1 Home Repair & Heating and Cooling** 734-439-2107(H)
David Conger 734-320-6212(C)
- G. There is a lifetime warranty on the windows.**
For assistance with your windows call: 1-800-milgard

II. Common Terms and Definitions: (for more details, please see the Bylaws and Master Deed.)

- A. Association** – “Association” means Milan Crossing Condominium Association which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.
- B. Common Elements** - “Common Elements” means both the *General and Limited Common Elements* described in Article 4 of the Master Deed. Some examples of *General Common Elements* are: land, roads, easements, utilities, (not including the connections or meters for each individual unit), storm and sewer systems. *Limited Common Elements* are for the exclusive use and enjoyment of the Co-Owner of the unit. Some examples of the *Limited Common Elements* are: driveways/walkways, patios, A/C, doors, windows, exterior lighting, interior walls, ceilings, floors, and fireplaces. For further explanation of the Common Elements and responsibility thereof, see Section 4.3 of the Master Deed.
- C. Annual Meeting** – The annual meeting of the Association shall be held on the last Thursday of October at a time and place determined by the Board of Directors. At such meetings, there shall be elected by ballot of the Co-Owners, a Board of Directors in accordance with the requirements of Article 11 of the Bylaws.
- D. Quorum** - The presence in person or by proxy of 35% of the co-owners qualified to vote. (One vote per unit). Please review Section 8.1 of the Bylaws.
- E. Voting** – Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Please review Section 8.1 of the Bylaws.
- F. Fiscal Year** – The fiscal year for the Milan Crossing Condo Association is January 1 through December 31.

III. Frequently Asked Questions

A. Can I rent my condo?

If you desire to rent your unit, you must disclose that fact in writing to the Board of Directors at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, supply the Board of Directors with a copy of the exact lease form for review for its compliance with the Condominium Documents. You must rent your entire unit and no tenant shall be permitted to occupy your unit except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state. Please review Section 6.16 through 6.16.2.3.4.2 of the Bylaws.

B. Can I paint my front door?

No alterations to the exterior appearance or structural modifications to the condo unit may be done without the written approval of the Board of Directors. Examples: exterior painting/staining, erection of antennas, lights, awnings, or placement of a satellite dish. Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

C. Can I install a storm door?

A storm door may be installed and can be either a full length glass or a divided glass door. The storm door must closely match the color of the front door. Cranberry is the suggested color for the maroon color doors and beige is the suggested color for the gold color front doors. Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

D. Can I install sensor lights by my front door and on my patio?

Sensors light can be installed in both locations. Selection of a sensor light for your patio is at your discretion. The sensor light for your front porch must closely match the current light fixture. Portfolio Outdoor Motion Activated Wall Lantern, #066580 at Lowe's, is a close replica of the current front porch light. This same light can also be used to replace the lights on the garage for those home-owners who so desire. If this light is no longer available at Lowe's and/or you find another light that is a close replica of the current front door light, please notify the Board before installation. **Please do not use any sensor light attachment that must be mounted by drilling holes into the siding.** Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

E. If I want to use a satellite dish, where can I have it installed?

You must get permission from the Board of Directors and complete an approval form before you have a satellite dish installed. The dish can either be installed on your patio fence at the rear of your condo or on the rear roof of your condo. If installed on the rear roof, the top of the dish must be below the roof line so it cannot be seen from the front of the condo. A satellite dish is

never to be installed in a location that would allow it to be seen from the front of the condo. Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

F. Can I attach or connect anything to the outside of my condo?

No Co-owner shall make any alterations in exterior appearance or make structural modifications to any Unit without prior written approval of the Board of Directors. Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

G. I've noticed that some of the units within Milan Crossing have attached awnings over their patio. What do I need to do to get an attached awning for my patio?

A Co-owner must get approval from the Board of Directors for the type, size, color and physical location of the awning and must complete and sign the Awning Request and Liability Release form. This form releases the Milan Crossing Condominium Association from any liability associated with the installation and care of the awning and/or any damages caused by or to the awning. The Co-owner will be responsible for contacting their insurance company to have coverage for the awning added to their policy. Please review Section 6.2 of the Bylaws and Article 9.3.1 of the Disclosure Statement.

H. Can I paint/stain my patio fence?

The Board of Directors has approved the use of ACE – Wood Royal Deck and Siding Stain – Semi-Transparent oil – 115A150 Natural Cedar. Staining a patio fence is the responsibility of the home-owner. Only the approved stain may be used on the patio fence. Please review Section 6.2 of the Bylaws and Section 4.3.1.2 of the Master Deed and Article 9.3.1 of the Disclosure Statement.

I. How do I get my dryer vent cleaned?

Several homeowners had their dryer vents cleaned at the end of July 2009, by Ann Arbor Air Duct Cleaning. Because this is a homeowner expense, scheduling several dryer vents to be cleaned in one day helped to reduce the cost. The Board of Director's plan is to schedule a group cleaning every 2 years. If you would like your dryer vent cleaned before that time period, please contact Ann Arbor Air Duct Cleaning at 734-930-6362 or 800-317-6141 or any other company of your choice.

J. How do I get the air ducts to my furnace cleaned?

The air ducts used in these condos are flexible spiral ducts which use a material that can be easily punctured and once punctured would have to be replaced. If you are considering having the air ducts cleaned, **please check with a qualified furnace service**. Replacement of air ducts in these attics would be very costly.

K. I have 2 small pets and would like to purchase another pet. Would that be a problem?

Without prior written consent of the Board of Directors, no animal or pet other than 2 cats or 1 dog not to exceed 30 pounds in weight (per animal or pet) shall be kept in the Condominium by a Co-owner. Please review Section 6.4 of the Bylaws.

L. My dog likes to run around outside, so I give him that freedom while I'm in the garage or driveway working or while I'm out on the patio. Is this allowed?

No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by a responsible person while on the Common Elements. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner or their guest(s). Please review Section 6.4 of the Bylaws. (For further information, please refer to the Milan Code, Section 13:81-83.)

M. When can I put my trash and recycling containers out? Does the City of Milan have any special containers for recycling? Will the city dispose of my Christmas tree?

The common elements, general or limited, shall not be used for storage of supplies, materials, trash or refuse, except in enclosed garages. Trash containers, yard waste, and recyclables may not be set out until 6 p.m. the day before pickup. All empty containers must be removed by 9 a.m. the day following pickup. Please review Section 6.5 of the Bylaws.

If you will be away for a few days and wish to have your trash picked up, please ask a neighbor to set it out for you on trash day. Do not set it out in advance of trash pick-up day.

For specific details on recycling, receiving containers, yard waste stickers, and the city's brush chipping program, please contact Milan's Department of Public Works at 439-1780.

The maximum size container for solid waste pickup is a 32-gallon container. Yard waste materials will be picked up weekly. Yard waste must be in paper bags or in containers labeled as yard waste.

Christmas trees (no plastic bags) are picked up at the curb the first 3 Wednesdays after Christmas.

N. May I put up holiday decorations around the outside of my condo?

Outdoor holiday decorations are allowed under the following conditions:

- ~~When will be displayed the holiday~~ Within one month before the holiday and must be removed
- If displayed in front of the unit, must be confined to the porch, shrubs, and/or shrub beds.
- If displayed in back of the unit, must be on the patio fence or within the patio area,

O. May I fly a United States flag or my college football flag on my condo?

559.156a Displaying United States flag on condominium unit; applicability of section: (from the Michigan Condominium Act)

Sec. 56a. A developer or association of co-owners shall not prohibit a co-owner from displaying a single United States flag of a size not greater than 3 feet by 5 feet anywhere on the exterior of the co-owner's condominium unit.

The United States flag must be flown according to all accepted flag regulations.

No other flags should be flown on a unit.

P. I would like to plant a tree in the area within my patio and another tree in the common area near my patio. Is this permitted?

Each co-owner may plant flowers, only, within the patio area at the rear of their unit. (Please refrain from planting trees. Tree roots can do a lot of damage if they grow under the cement pad within your patio area or grow into the cement base of your condo. Repair of any damage caused by the root of a tree planted by a co-owner will be the expense of the co-owner.) Other than this limited right to plant flowers, only, no co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master Deed or the regulations of the Association. Please review Section 6.12 of the Bylaws.

Q. Am I responsible for weeding the shrub bed at the front of my condo or does the Association hire someone to do that?

The Association hires people to trim the shrubs and weed the front shrub beds. If a home-owner plants flowers in the front shrub bed, the home-owner is responsible for the care of those flowers and the shrub bed. If the home-owner does not take care of the shrub bed after they have planted flowers, the Association will hire someone to remove the flowers and weeds from the shrub bed and charge the home-owner for the work. Please review Section 6.5 of the Bylaws.

R. Am I responsible for weeding and care of the area within my patio?

Maintenance of the patio is the home-owners responsibility. No activity shall be carried on or condition maintained by a co-owner either in a Unit or upon the common elements which is detrimental to the appearance of the Condominium. Please review Section 6.5 of the Bylaws.

S. Am I responsible for watering my own lawn?

There are sprinkler systems throughout the condominium area. The Association is responsible for the use and care of the sprinkler systems.

T. Can I wash my car in my driveway?

A home-owner may wash their car in the driveway of their unit. Only cars belonging to the occupant(s) of a unit may be washed in the driveway of that unit. Only the driveway may be used to wash a car. At no time, should a car be washed on the lawn. Remember the use of the water to wash a car in the driveway may be more costly than washing or having the car washed at a car washing facility. Please review Section 6.5 of the Bylaws.

U. Can I park my boat, camper, or RV in my driveway?

No vehicle other than an automobile may be parked or stored upon the premises of the Condominium unless parked in the garage with the door closed or in an area specifically designated by the Board of Directors. No inoperable vehicle of any type may be brought or stored upon the Condominium premises either temporarily or permanently. Approval may be given by the Board of Directors for a **recreational vehicle that is owned by the home-owner occupying that unit** to be parked in the driveway of that unit for a period not to exceed 3 days to allow the home-owner to pack or unpack the vehicle prior to a trip or after return from a trip. If a departure date is delayed due to inclement weather, the period of time the recreational vehicle is parked in the driveway is not to exceed 5 days. The home-owner must have a signed approval form from the Board of Directors before parking the vehicle in the driveway. Please review Section 6.7 of the Bylaws.

The City of Milan has a limit of how long a vehicle can be parked on the street. Please review the City of Milan rules/regulations.

V. Since we have a large grassy area at the end of the condos on Lee Street, can I set up some yard games or have a family picnic in that area?

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any unit at any time. Please review Section 6.3 of the Bylaws.

The City of Milan has some lovely parks that are already equipped for picnics and other outside activities.

W. My child/grandchild play in various sports at school. Am I allowed to display a sign in my yard in support of these events?

Without written permission from the Board of Directors, no signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs. Please review Section 6.9 of the Bylaws.

At no time can a political sign or sign soliciting funds for any group or organization be displayed from the exterior or interior of a Unit.

X. Are garage sales permitted in the Association?

Please notify a member of the Board of Directors if you are interested in having a garage sale. Coordinated group sales of several units are recommended. No more than 2 Association garage sales per year are permitted. If you plan to post signs to advertise the garage sale, call the City office at 439-7089 for rules and regulations of posting signs around the city.

Y. How do I know how much home-owner's insurance to carry on my condo?

Please read Section 11.2 of the Disclosure Statement, Section 4.3.1 of the Master Deed, Section 4.3 of the Bylaws or refer to the Milan Cross Condominium Association Responsibility Matrix. Give a copy of either of these documents to your insurance agent.

Z. If I plan to sell my condo, is there anything special I should do?

- Notify the Board of Directors.
- Notify the Management Company who will review fee payments of the unit and get the current owners forwarding address.
- Ensure the new owners have a copy of the Purchaser Information Booklet which includes the Master Deed, Amendments to the Master Deed, and the Bylaws.
- Ensure the new owners have a copy of the additional documents handed out by the Board of Directors: Maintenance, Repair, and Replacement Guidelines; Responsibility Matrix; The Bylaw Digest.
- Inform the new owners of the unit that they will need to sign forms stating they have received the above listed documents and understand the regulations of the association.

If there are any questions about the Bylaws or Bylaw Digest, please contact the Board of Directors.

IV. Updates to Digest and other documents
A. MCCA Address and Contact Number List - updated October 2009
B. The Bylaw Digest - created March 2010

Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
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Air Conditioner			Co-owners may want to protect the unit from accidental lawn maintenance damage by surrounding it with stone, mulch, etc.	Master Deed Article IV, Section 4.3.1.3, Page 8
Compressor		x		
Maintenance/Service		x		
Blower/fan		x		
Leveling of unit/pad		x		

Alarms, Smoke Detectors				Master Deed Article IV, Section 4.3.1.3, Page 8
Battery		x		
Hardware		x		

Appliances		x		By-Laws Article V, Section 5.3, Page 13
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Doors—Exterior			Replacement of an exterior door requires permission from the Board of Directors. Door(s) must meet association specifications.	Master Deed Article IV, Section 4.3.1.4, Page 9
Door and door knobs		x		
Frame		x		
Outside surface		x		

Note: A change request must be submitted to the Board of Directors for approval if a Co-owner wishes to make a change outside his/her unit in a common limited area or on Association property/area of responsibility.

Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
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Threshold				
Glass in door		x		
Inside surface		x		
Lock		x		
Storm door and screen/glass		x		
Weather-stripping (exterior door)		x		

Door—Garage			Replacement of a garage door requires permission from the Board of Directors. Must meet association specifications.	Master Deed Article IV, Section 4.3.1.4, Page 9
Exterior / Interior Surface		x		
Weather-stripping on garage door		x		
Mechanical fixture replacement		x		
Electrical fixtures		x		
Lubrication of mechanical fixtures		x		
Opener		x		

Driveways/Walkway		x	Snow removal is covered by the Association	Master Deed Article IV, Section 4.3.1.1, Page 8
Maintenance/Repair		x		
Leveling / Replacement		x		

Note: A change request must be submitted to the Board of Directors for approval if a Co-owner wishes to make a change outside his/her unit in a common limited area or on Association property/area of responsibility.

Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
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Dryer Vent System				Master Deed Article IV, Section 4.3.1, Page 8
Replacement/repair		x		
Cleaning of vent		x		
Dryer vent tube repair/replacement		x		

Electrical			Association is responsible for the electrical transmission system throughout the Project up to but not including the electric meter for each Unit, subject to Utility Company responsibilities..	Master Deed Article IV, Section 4.3.1, Page 8
Exterior doorbell unit		x		
Exterior outlets		x		
Porch light fixture		x		
Circuit boxes		x		
Circuit wiring		x		
Fixtures (interior)		x		
Interior doorbell unit		x		
Interior outlets/switches		x		
TV/Phone/Cable lines in unit		x		

Note: A change request must be submitted to the Board of Directors for approval if a Co-owner wishes to make a change outside his/her unit in a common limited area or on Association property/area of responsibility.

Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
Exterior Appearance		x	No changes can be made to the exterior appearance, structure, or common elements without the approval of the Board of Directors.	By-Laws Article VI, Begins on Page 15
			No materials, trash, or laundry may be stored outside of units.	
			Storage of motor homes, boats, etc. is not permitted.	
			Spas / Hot Tubs are not permitted outside of any unit.	
			No advertising signs are allowed (i.e., political endorsements, For Sale signs etc.), without written permission from the Board of Directors. See a Board Member, or Pinnacle for more information.	
			Nothing may be attached to the outside of a unit without Association Permission.	
Furnace		x	Changing the furnace filter according to the manufacture's guidelines is recommended.	Master Deed Article IV, Section 4.3.1. By Laws, Section 5.3.2 Page 13
Insects/Rodents				Master Deed Article IV, Section 4.3.1 Page 8
Damage to exterior	x			
Infestation		x		

Note: A change request must be submitted to the Board of Directors for approval if a Co-owner wishes to make a change outside his/her unit in a common limited area or on Association property/area of responsibility.

Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
Damage to interior		x		
Interior				Master Deed, Article IV, Section 4.3.1.7 Page 9
Bathroom floor finish		x		
Bathroom sub-flooring		x		
Cabinets/shelves		x		
Ceiling		x		
Doors		x		
Walls/tiles		x		
Landscaping				By-Laws, Section 6.12 Page 18
Common Areas	x		Co-owners may plant flowers only in the limited common area in the rear of the unit. Other plantings shall only be permitted with Association approval.	
Trees, Shrub Trimming	x			
Front of unit	x	x (if desired)	Plantings in front of the unit must obtain prior approval of the Association.	
Rear of unit/Patio Area		x	Landscaping at rear of co-owner's unit is to be maintained by co-owner. If the landscaping is not maintained, the association may arrange for service, with cost being invoiced to Co-owner.	Master Deed, Section 4.3.1.2 Page 8

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Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
Pets				
			One dog (30 lbs or less, unless approved by the Board of Directors), or two cats. Pet owners must pick up their pet's waste immediately. Co-owners are responsible for their pets when on Association property.	By-Laws Article VI, Section 6.4 Page 16
In unit		x		
On property		x		
Plumbing				
			Association is responsible for plumbing up to, but not including, the water meter for each unit.	Master Deed Article IV, Section 4.1.10 Page 7
Leaking faucets – exterior		x		
Disposal		x		
Drains		x		
Leaking faucets – interior		x		
Malfunction fixture-interior		x		
Pipe Freezing		x		
Pipe leaks inside unit/walls		x		
Pipe noise		x		
Toilet and seal		x		
Water damage/sewer back ups		x		
Porch / Patio				
			If Privacy Fence is shared between units, cost of such maintenance/repair is to be shared equally between adjacent Co-owners.	Master Deed Article IV, Section 4.3.1.2, Page 8
Privacy Fence		x		
Maintenance/repair		x		
Snow removal		x		
Weeding around Porch/Patio		x		

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Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
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Porch/Stoop (Front)				Master Deed Article IV, Section 4.3.1.2 Page 8
General maintenance		x		
Light fixture/wiring		x		
Railing		x		
Snow removal	x			
Light bulb		x		

Roof & Gutters				Master Deed Article IV, Section 4.1 Page 6
Downspout repair, replacement	x			
Roof, gutters for unit	x			

Walls—Interior				Master Deed Article IV, Section 4.3.1 Page 8
Cracking/settling		x		
Drywall popping		x		
Drywall repair		x		
Resident abuse		x		

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Milan Crossing Condominium Association Responsibility Matrix

Updated: 10/09

Item	Association	Co-Owner	Comments	Master Deed, By-Laws and Digest References
Water			Association is responsible for plumbing up to, but not including, the water meter for each unit.	Master Deed Article IV, Section 4.1.10 Page 7
Meter		x		
Heater		x		
Windows			Any changes must meet Association specifications/approval. (Milgard Windows: 1-800-Milgard)	Master Deed Article IV, Section 4.3.1.5 Page 9
Caulking (exterior)		x		
Broken pane		x		
Frame		x		
Sill/weather stripping		x		
Lock/handle		x		
Screen repairs		x		
Screen replacement		x		
Seal (defective/fog)		x		
Window hardware (latch/hinge)		x		

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