



(b) Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the co-owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such co-owner shall be responsible for any reconstruction or repair that he elects to make. The co-owner's unit, including any buildings thereon, shall be restored to its condition prior to the casualty loss within six (6) months, unless an extension is approved by the Board of Directors. The co-owners shall take active steps to eliminate all debris from the unit within sixty (60) days after the casualty loss unless an extension is approved by the Board of Directors.

Section 2. **Repair in Accordance with Master Deed.** Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the co-owners shall unanimously decide otherwise.

Section 3. **Association Responsibility for Repair.** Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, including incidental damage to a unit caused by such common elements or the reconstruction or repair thereof, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. Any insurance proceeds received shall be used for reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to defray the estimated cost 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, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the regular monthly assessments, as set forth in Article II, Section 3, hereof.

Section 4. **Timely Reconstruction and Repair.** If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. **Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon 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, notwithstanding any provision of the Act to the contrary. If a co-owner's entire unit is taken by eminent domain, such co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the condominium project.



(b) Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the co-owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements. Any negotiated settlement shall be subject to the approval of more than two-thirds (2/3) of the co-owners in number and in value and shall thereupon be binding on all members.

(c) 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 V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any co-owner.

(d) Notification of Mortgagees. In the event any unit in the Condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Condominium, provided that the name and address of each has been provided to the Association.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. **Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may from time to time direct of any loss to or taking of the common elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a condominium unit covered by a mortgage purchased in whole or in part by FHLMC if such damage exceeds \$1,000.

Section 7. **Priority of Mortgagee Interests.** Nothing contained in the Condominium documents shall be construed to give a co-owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to co-owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.



Section 8. **Construction Liens.** The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on a Condominium unit or upon a limited common element may attach only to the unit upon or for the benefit of which the work was performed.

(b) A construction lien for work authorized by the Developer and performed upon the common elements may attach only to units owned by the Developer at the time of recording of the claim of lien.

(c) A construction lien for work authorized by the association may attach to each unit only to the proportional extent that the co-owner owning the unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association.

If a co-owner is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

ARTICLE VI

RESTRICTIONS

All of the units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. **Residential Use.** No unit in the Condominium shall be used for other than single-family residential purposes as defined by the City of Milan Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use.

Use of units shall also be restricted in the following manner:

(a) Building Size and Height: No building or structure shall exceed two stories in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:



- (1) One Story/Ranch: 1,350 square feet.
- (2) Multi-story: 2,000 square feet.

Garages, porches and breeze ways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements. Front windows of homes should be off-set in a direction away from the existing apartment access drives on the South side of Canfield Avenue. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Milan Building Department. All unused building materials and temporary construction shall be removed from the premises within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit.

(b) Garages: All single family dwellings shall have two-car attached garages, and with written approval from the Developer, or the Association as hereinafter provided in Section 3, may have three-car attached garages. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. All driveways shall be surfaced with concrete or paving bricks, at the time of construction of the dwelling served thereby, or as soon thereafter as possible, weather permitting. No shared driveways shall be permitted.

(c) Temporary Structures: No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(d) Accessory Buildings: No accessory building or other out-building shall be permitted on any unit unless it is approved by the Developer, or the Association, as hereinafter provided in Section 3. The Developer, or the Association, in the exercise of its discretion, may permit the erection of structures such as swimming pool accessory buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Developer's, or the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab with a rat wall, and shall not exceed 200 square feet in size.



(e) Fences: No co-owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Association, and, no fencing under any circumstances shall be permitted within forty feet (40') of the established shoreline of the Saline River nor extend more than twenty-five feet (25') beyond the rear of the structure constructed on a unit. Fences erected to screen patios, enclose child play areas and fenced dog runs shall be permitted with advance written approval of the Association as to size, location and fencing materials. All dog runs must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front and side set-backs of the structure to be located on each unit, and shall not exceed five feet in height except around swimming pools and tennis courts. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding snow fencing and plywood. Permissible cyclone fencing shall not contain privacy strips of any kind.

(f) Antenna: No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower, unless approved in writing by the Association. Dish-type antenna exceeding two and one-half (2.5') in diameter shall not be permitted nor shall any antenna or aerial be permitted which exceeds eight feet in height above the roof ridge line on any dwelling. Dish-type antenna not attached to the structure constructed on a unit shall be attached to a pole which shall not exceed four feet (4') in height and which shall be located not more than four feet (4') from said structure.

(g) Access to Units 1 and 15: Vehicular access for units 2 through 15 shall be restricted to **Canfield Avenue**. Vehicular access to unit 1 may either be from **Platt Road** or from **Canfield Avenue**.

(h) Sidewalks: Sidewalks are the sole responsibility of, and shall be installed by, each co-owner parallel to Canfield Avenue, and/or Platt Road as to unit 1, in accordance with the provisions of these Condominium documents and the construction requirements for sidewalks enacted by the City of Milan. The sidewalk shall be installed not later than the date the Certificate of Occupancy is issued for the dwelling constructed on a unit, or, if prohibited by adverse weather, then as soon thereafter as weather conditions permit.



Section 2. Leasing and Rental.

(a) Right to Lease. A co-owner may lease his unit and the improvements thereon for the same purposes set forth in Section 1 of this Article VI. With the exception of a lender in possession of a unit following a default in a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure, no co-owner shall lease less than an entire unit and the improvements thereon, 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 may lease any number of units and the improvements thereon in its discretion.

(b) Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

- (1) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium documents and the provisions of the Act, and all leases and rental agreements shall so state.
- (2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium documents or the provisions of the Act, the Association shall take the following action:
 - i. The Association shall notify the co-owner by certified mail advising of the alleged violation by the tenant.
 - ii. 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.
 - iii. 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 conditions of the Condominium documents or the Act. The relief provided for 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 the condominium project.



- (3) When a co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a co-owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a condominium unit or elsewhere within the condominium project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of a community dock shall be prohibited. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood, brick, vinyl siding, aluminum siding, and stone, and cement based cultured stone or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Condominium as a whole and the area of future development described in the Master Deed. No log, manufactured or any other type of residential housing constructed off-site will be permitted; PROVIDED, however, that modular homes shall be permitted, provided that such modular housing shall meet or exceed the minimum standards for modular homes as set forth by the Michigan Residential Code of 2000, as amended from time to time (e.g., Rochester Homes, Inc. of Rochester, Indiana; General Housing Corp. of Bay City, Michigan; Ritz-Craft Corporation of Jonesville, Michigan; Crest Homes of Middlebury, Indiana; Shamrock Homes of Plymouth, Indiana). Other than modular homes as referenced herein, all dwellings must be constructed on-site. 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. Further, the restrictions hereby placed upon the premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this project by Master Deed amendment. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct any improvements upon the condominium premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium documents.



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Section 4. **Changes in Common Elements.** Except as provided in Article VI, Section 3 above with respect to the Developer, no co-owner shall make changes in any of the common elements, including the performance of landscaping or planting of any trees, shrubs or flowers or placement of any ornamental materials, without the express written approval of the Board of Directors of the Association, and the City of Milan, if applicable.

Section 5. **Activities.** No 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. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among co-owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No co-owner shall do or permit anything to be done or keep or permit to be kept in his unit or on 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 insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. **Pets.** Subject to the provisions of this Section 6, co-owners shall be entitled to keep pets of a domestic nature that will reside within the dwelling constructed within their units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. In the event a co-owner's pet causes unnecessary and unreasonable disturbance or annoyance to other co-owners, one or more, and such co-owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the co-owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the co-owner to remove the pet from his unit and the Condominium or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No dog houses or unattended tethering of dogs shall be allowed on any unit in the Condominium. No savage or dangerous animal shall be kept, and any co-owner who causes any animal to be brought or kept upon the condominium premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each co-owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such co-owner. 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. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this



section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the condominium unit outside of the dwelling and garage constructed thereon shall be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a co-owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Condominium.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the condominium premises, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the condominium premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) except while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the condominium premises. Use of motorized vehicles anywhere on the condominium premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, including "For Sale" and "For Rent" signs which shall not exceed five (5) square feet in area per side, without written permission from the Association and, during the construction and sales period, from the Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the co-owners in the Condominium. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of units and the common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished

to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 11. **Right of Access of Association.** The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit, and shall not be liable to such co-owner for any necessary damage to his unit caused thereby.

Section 12. **Landscaping.** Basic landscaping, including finish grading, seeding or sodding, must be completed within one (1) year after date of occupancy. The co-owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much existing wetland vegetation along the established shoreline of the Saline River (which acts as a buffer and filter for storm water run-off) and existing mature tree growth as possible, and in providing for restricted clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. If any landscaping by any co-owner would have a significant impact upon the river frontage, then a permit to conduct such landscaping shall first be obtained by the co-owner from the Michigan Department of Environmental Quality ("MDEQ"). New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each co-owner shall have the responsibility to maintain the grounds of his unit and the limited common elements appurtenant thereto, including the mowing of grass, removal of weeds, and proper trimming of bushes and trees. The lawn, including noxious weeds, may not exceed four inches (4") in height at any time and shall be cut not less than six (6) times per year, all in accordance with the ordinances enacted by the City of Milan. If the Association shall receive complaints from other co-owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws.

Section 13. **Common Element Maintenance.** Streets, sidewalks, yards, landscaped areas, driveways and, in general, all of the general common elements, shall not be obstructed in any way nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.



Section 14. **Co-Owner Maintenance.** Each co-owner shall maintain his unit, the limited common elements appurtenant thereto and the improvements thereon in a safe, aesthetically pleasing, 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, gas, electrical, plumbing, drainage courses or other utility conduits and systems and any other common elements within 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 him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 15. **Reserved Rights of Developer.**

(a) Prior Approval by Developer. During the development, construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan (particularly as it affects or impacts upon existing wetland vegetation along the shoreline of the Saline River and existing mature tree growth) of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the development and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-laws, as the same may be amended from time to time. For the purposes of this subsection, the development, construction and sales period shall be deemed to continue so long as the Developer owns any unit which he offers for sale or so long as any additional unit may be created in the Condominium. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire development and sales period to maintain a sales office, a construction office, model units, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by the Developer. The Developer shall restore the areas so utilized to habitable status upon termination of use.



(c) **Enforcement of By-Laws.** The condominium project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then 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 By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws through-out the development, construction and sales period notwithstanding that it may no longer own a unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any co-owner from any activity prohibited by these By-Laws.

Section 16. **Environmental Control Committee.** The Board of Directors may appoint an Environmental Control Committee and may delegate to it the responsibility for establishing rules and regulations relating to the appearance of units and common areas and the approval of the construction, alteration, maintenance and repair thereof, particularly as such construction, alteration, maintenance and repair may affect or impact upon the significant existing wetland vegetation along the shoreline of the Saline River and existing mature trees. Even after receiving approval, a co-owner shall be responsible for all damages to any other units and their contents or to the common elements, resulting from such construction, alteration, maintenance or repair.

Section 17. **General Enforcement.** Failure to comply with any of the terms of the Act, the Master Deed, these Condominium By-Laws, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, shall be grounds for relief, which may include, without limitation, an action to recover sums due for such damage, injunctive relief, any other remedy that may be appropriate to the nature of the breach. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws or Rules and Regulations of the Association, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Association.** Any co-owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, 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, which shall have provided the information required, 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 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 4. **Notice.** Whenever a notice requirement appears in these By-Laws for the benefit of a mortgagee which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal, provided the notice was delivered by certified mail, with a return receipt requested.

ARTICLE VIII

VOTING

Section 1. **Vote.** Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each condominium unit owned.

Section 2. **Eligibility to Vote.** No co-owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the condominium project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the co-owner for voting purposes. Except as provided in Article XI, Section 2 of these By-Laws, no co-owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. The vote of each co-owner may be cast only by the individual representative designated by such co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one vote for each unit which it owns.



Section 3. **Designation of Voting Representative.** Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the condominium 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-owner at any time by filing a new notice in the manner herein provided.

Section 4. **Quorum.** The presence in person or by proxy of fifty-one percent (51 %) 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 require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 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 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove 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 IX

MEETINGS

Section 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 when not otherwise in conflict with the Condominium documents or the laws of the State of Michigan.



Section 2. **First Annual Meeting.** The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the units in **RIVER GARDENS ESTATES** (determined with reference to the recorded Consolidating Master Deed) 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-two (52) 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. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of 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 the Developer is permitted under the Condominium documents to include in the Condominium.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held in the month of May of each succeeding year after the year in which the first annual meeting is held, on such date and 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 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 XI of these By-Laws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 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 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 purposes thereof as well as 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 first-class mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws 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 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 nor more than thirty (30) days from the time the original meeting was called.

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) 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 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. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the 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 (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) 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. **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 is 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 10. **Minutes, Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the President or the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.



ARTICLE X

ADVISORY COMMITTEE

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

ARTICLE XI

BOARD OF DIRECTORS

Section 1. **Number and Qualification of Directors.** The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2 of these By-Laws. At such first annual meeting of members of the Association, the Board of Directors shall be increased in size from three (3) persons to five (5) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. Directors shall serve without compensation.

Section 2. **Election of Directors.**

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer co-owner to the Board. Elections for non-developer co-owner Directors shall be held as provided in subsections (b) and (c) below.



(b) 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%) in number of the units that may be created, one (1) out of the three (3) Directors shall be selected by non-developer co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the co-owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the first annual meeting of members unless he is removed pursuant to section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors At and After First Annual Meeting.

(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%) in number of the units that may be created, the non-developer co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one 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. When 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.

(2) Regardless of the percentage of units which have been conveyed, upon the expiration of fifty-two (52) 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 the 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 the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(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 (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 (b) 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, the 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 the Developer to designate one (1) director as provided in subsection (1).

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

(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 IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project, all appurtenances thereto, and the common elements, property and easements thereof;

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



- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Condominium documents;
- (e) To contract for and employ, and discharge, persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project;
- (f) To acquire, own, maintain and improve, and to buy, operate, manage, sell, convey, assign, transfer, mortgage, or lease any real or personal property (including, but not limited to, any unit in the Condominium and easements, rights-of-way and licenses) on behalf of the members of the Association in furtherance of any of the purposes or obligations of the Association;
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association at a meeting of the members duly called;
- (h) To make reasonable rules and regulations in accordance with Article VI, Section 10, of the By-Laws governing the use and enjoyment of the Condominium by the members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium, and to delegate to such committees any functions or responsibilities which are not by law or the Condominium documents required to be performed by the Board;
- (j) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable unit co-owners to obtain mortgage financing which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government, the State of Michigan, or the County of Monroe;
- (k) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association;



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

(m) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws, rules and regulations of this Association as may hereafter be adopted;

(n) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of the Public Acts of 1978, as amended by Act No. 538 of the Public Acts of 1982, Act No. 113 of the Public Acts of 1983, and Act 36 of the Public Acts of 1998.

(o) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the general common elements, or any of them, unless at least two-thirds ($\frac{2}{3}$) of the mortgagees (based upon one vote for each mortgage owned) and two-thirds ($\frac{2}{3}$) of the co-owners in number and value have consented thereto. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium, shall not be deemed a transfer for these purposes.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be the Developer, a Director, 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 Sections 3 and 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. If the Board employs a professional management agent for the Association, the Board shall notify each holder of a mortgage lien on any Condominium unit prior to terminating the employment of such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into a contract with a professional management agent, or a contract providing for services by the Developer, its affiliates, a sponsor or builder, under which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty



(30) days' written notice for cause. Upon the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year. In no event shall such contract violate the provisions of Section 55 of the Act.

Section 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 the Developer shall be solely entitled to fill the vacancy of any Director whom it 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 members of the Association. Vacancies among non-developer co-owner elected Directors which occur prior to the transitional control date may be filled only through election by non-developer co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 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%) in number and in value of all of the co-owners 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 fifty-one percent (51%) requirement set forth in Article VIII, Section 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 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 shall be present.

Section 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 telegraph, at least ten (10) days prior to the date named for such meeting.



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

Section 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 13. **First Board of Directors.** The actions (including, without limitation, the adoption of these By-Laws, any Association By-Laws, any Rules and Regulations of the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association or any successors thereto selected or elected before the transitional control date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Association members at the first or any subsequent meeting of members, 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 14. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.



ARTICLE XII

OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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 offices except that of President and Vice President may be held by one person.

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

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

(c) 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; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.



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

SEAL

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

ARTICLE XIV

FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts and all other 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 that such audit 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. If an audited statement is not available, any holder of a first mortgage on a unit in the project shall be allowed to have an audited statement prepared at its own expense.

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



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Section 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 XV

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, judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or be threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; 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 and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. 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 XVI

AMENDMENTS

Section 1. **Proposal.** Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third ($\frac{1}{3}$) or more of the co-owners by instrument in writing signed by them.

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

Section 3. **Voting by Board of Directors.** These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors without the approval of any co-owners, mortgagees or other interested parties; provided that such amendments do not materially alter or change the rights of co-owners, mortgagees or other interested parties, and to keep these By-Laws in compliance with the Act.

Section 4. **Voting by Co-Owners.** These By-Laws may be amended by the co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds ($\frac{2}{3}$) of all co-owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds ($\frac{2}{3}$) of the mortgagees shall be required, with each mortgagee to have one vote for each mortgage held. Consent from the City of Milan shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses of considering, adopting, preparing and recording such amendment, except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 5. **By Developer.** Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Monroe County Register of Deeds, and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by the Developer, without approval from any person, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 6. **When Effective.** Any amendment to these By-Laws shall become effective upon the recording of such amendment in the office of the Monroe County Register of Deeds.



Section 7. **Binding.** Members and mortgagees of record of Condominium units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

Section 8. **Notice.** Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Condominium documents.

Section 9. **Amendments Concerning Leases.** Provisions in these By-Laws relating to the ability or terms under which a co-owner may rent his unit may not be modified and amended without consent of each affected co-owner and mortgagee.

ARTICLE XVII

COMPLIANCE

The Association and all present or future co-owners (who shall be "members" of the Association as provided in Article I of these By-Laws; the terms "member" and "co-owner" are used interchangeably herein), mortgagees, tenants or any other persons acquiring an interest in or using 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 or Condominium unit 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 XVIII

DEFINITIONS

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



ARTICLE XIX

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 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 an 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 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by a co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any co-owner be entitled to recover such attorney's fees.

Section 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 or into any unit when reasonable 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 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 shall 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 IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending co-owners as prescribed in said Article IX, Section 5, and after an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed 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 5. **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 6. **Cumulative Rights. Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. **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 XX

RIGHTS RESERVED TO DEVELOPER

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



ARTICLE XXI

SEVERABILITY

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

ARTICLE XXII

CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium By-Laws;
- (3) The Articles of Incorporation of the Association;
- (4) The By-Laws of the Association; and
- (5) The Rules and Regulations of the association.



C-5 502

| MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES | | |
|---|-----------------------|-------------------|
| Date Received | (FOR BUREAU USE ONLY) | |
| | FILED | |
| | MAR 26 2003 | |
| This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document | | |
| Name David A. Shaffer | | |
| Address P.O. Box 430 | | |
| City Saline | State MI | Zip Code 48176 |
| EFFECTIVE DATE: | | |

Administrative stamp: 77011 759494-1 03/21/03
BUREAU OF COMMERCIAL SERVICES
IDA: CALPER DOWDLY

Return document to above name and address

783-410

ARTICLES OF INCORPORATION (DOMESTIC NONPROFIT CORPORATION)

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

ARTICLE I.

The name of the corporation is **RIVER GARDENS ESTATES** Condominium Association. ✓

ARTICLE II.

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

(a) To manage and administer the affairs of and to maintain **RIVER GARDENS ESTATES**, a condominium (hereinafter called the "Condominium") ;

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



- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements to the common elements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of said Condominium;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including, but not limited to, any unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;
- (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;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- (j) To do anything required of or permitted to it as Administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No.59 of Public Acts of 1978, as from time to time amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983;
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.



ARTICLE III.

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

| | |
|-------------------|------|
| Real Property | None |
| Personal Property | None |

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

Assessment of Members

ARTICLE IV.

Location of the first registered office is: 14600 Darling Road, Milan, Michigan 48160.

Post office address of the first registered office is: P.O. Box 430, Saline, Michigan 48176.

The name of the first resident agent is: **David A. Shaffer.**

ARTICLE V.

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

Casper P. Connolly & Associates
2735 Haley Road
White Lake, Michigan 48383

ARTICLE VI.

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



ARTICLE VII.

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

(a) Each co-owner (including the Developer) of a unit in the Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership.

(b) Membership in the Association shall be established by acquisition of fee simple title to a unit in the Condominium, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Monroe County, Michigan, a deed or other instrument establishing a change of record title to such condominium unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new co-owner thereby becoming a member of the Association, and the membership of the prior co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII.

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

(a) A breach of the director's duty of loyalty to the Association or its co-owners;

(b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

(c) A violation of Michigan Compiled Laws Section 450.1551;

(d) A transaction from which the director derived an improper personal benefit;
or

(e) An act or omission that is grossly negligent.



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

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

ARTICLE IX.

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

I, the incorporator, sign my name this 20th day of MARCH, 2003.

Casper P. Connolly



LIBER 2777

PAGE 1005

BCS/CD-520 (Rev. 06/01)

| MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES | |
|--|-----------------------|
| Date Received | (FOR BUREAU USE ONLY) |
| This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | |

Tran#1 8072308-1 04/28/03
Chk#: 104 Amt: \$5.00
ID: 783410

FILED

APR 30 2003

| | | |
|--------------------------|-------------|-------------------|
| Name David A. Shaffer | | |
| Address P.O. Box 430 | | |
| City Saline | State MI | Zip Code 48176 |

ADMINISTRATOR
BUREAU OF COMMERCIAL SERVICES
EFFECTIVE DATE

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

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT For use by Domestic and Foreign Corporations and Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:

RIVER GARDENS ESTATES Condominium Association

2. The identification number assigned by the Bureau is:

783-410

3. a. The name of the resident agent on file with the Bureau is: David A. Shaffer

- b. The location of the registered office on file with the Bureau is:

14600 Darling Road Milan, Michigan 48160
(Street Address) (City) (ZIP Code)

- c. The mailing address of the above registered office on file with the Bureau is:

P.O. Box 430 Saline, Michigan 48176
(Street Address or P.O. Box) (City) (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: David A. Shaffer

- b. The address of the registered office is:

358 Riverbend Milan, Michigan 48160
(Street Address) (City) (ZIP Code)

- c. The mailing address of the registered office IF DIFFERENT THAN 4B is:

P.O. Box 430 Saline, Michigan 48176
(Street Address or P.O. Box) (City) (ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

| | | |
|---|---|-------------------------------|
| Signature <u>David A. Shaffer, President</u> | Type or Print Name and Title David A. Shaffer, President | Date Signed <u>4-25-03</u> |
|---|---|-------------------------------|

EXHIBIT "B" TO THE MASTER DEED

OF

RIVER GARDENS ESTATES

CITY OF MILAN, MONROE COUNTY, MICHIGAN

MONROE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 53

INDEX OF SHEETS

| | |
|-------------------------------------|---|
| COVER SHEET | 1 |
| SURVEY PLAN | 2 |
| SITE PLAN | 3 |
| COORDINATE TABLE & UNIT INFORMATION | 4 |
| GRADING AND FLOODPLAIN PLAN | 5 |
| UTILITY PLAN | 6 |

DEVELOPER

CORPORATE ADDRESS:
HMS ENTERPRISES, LLC
CORPORATE SERVICE CENTER
350 SOUTH CENTER STREET, SUITE 500
RENO, NEVADA 89501

MAILING ADDRESS:
HMS ENTERPRISES, LLC
PO BOX 430
SALINE, MICHIGAN 48176

ENGINEER

APEX CONSULTING ENGINEERS
P.O. BOX 58
TEMPERANCE, MICHIGAN 48182
(734) 850-2729

SURVEYOR

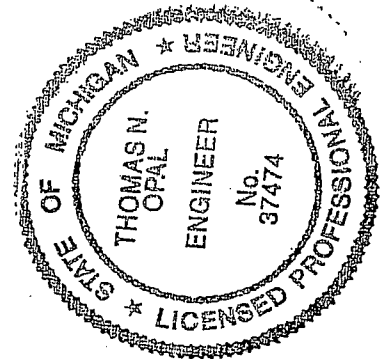
GLA SURVEYOR, INC.
8134 GOTTREDSON ROAD
PLYMOUTH, MICHIGAN 48170
(734) 415-9650

NOTE TO REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN
CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO
THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS
SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

LEGAL DESCRIPTION

PART OF LOTS 158, 159 AND 160 OF "ASSESSOR'S PLAT OF THE
VILLAGE OF MILAN (NOW THE CITY OF MILAN)," BEING A PART OF
SECTION 1 AND 2, T. 3 S., R. 6 E., MILAN TOWNSHIP (NOW THE CITY
OF MILAN), MONROE COUNTY, MICHIGAN, DESCRIBED AS:

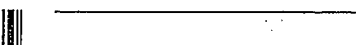
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 160; THENCE S.
86°30'00" E. 192.14 FEET ALONG THE NORTH LINE OF SAID LOT 160;
THENCE S. 70°24'50" E. 162.78 FEET; THENCE S. 87°47'40" E. 41.69
FEET; THENCE N. 87°45'50" E. 60.51 FEET; THENCE S. 86°09'50" E.
100.86 FEET; THENCE S. 86°25'40" E. 59.43 FEET; THENCE S.
49°45'50" E. 127.50 FEET; THENCE S. 59°45'50" E. 217.05 FEET;
THENCE N. 72°26'40" E. 131.80 FEET; THENCE N. 44°42'40" E. 65.88
FEET; THENCE N. 54°11'40" E. 58.32 FEET; THENCE S. 80°34'50" E.
51°04'30" E. 70.51 FEET; THENCE N. 08°44'40" E. 48.97 FEET TO A
POINT ON THE EAST LINE OF SAID LOT 158; THENCE S. 00°13'23" W.
413.87 FEET ALONG SAID EAST LOT LINE TO THE SOUTHWEST CORNER
OF SAID LOT 158; THENCE N. 78°12'40" W. 1232.36 FEET ALONG
THE NORTHERLY RIGHT OF WAY LINE OF CANFIELD ROAD TO THE
SOUTHWEST CORNER OF SAID LOT 160; AND THENCE N. 00°16'00" E.
231.17 FEET ALONG THE WEST LINE OF LOT 160 SAID LINE ALSO
BEING THE EASTERLY RIGHT OF WAY LINE OF PLAT ROAD (66 FEET
WIDE) TO THE POINT OF BEGINNING, CONTAINING 5.93 ACRES OF
LAND, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR
RIGHTS OF WAY OF RECORD, IF ANY.



[Signature] 03/12/04
DATE
THOMAS N. OPAL, P.E. 37474
APEX CONSULTING ENGINEERS
P.O. BOX 58
TEMPERANCE, MICHIGAN 48182

PAGE 1009

LIBER 2777



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27

CITY OF MILAN, MONROE COUNTY, MICHIGAN
MONROE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 53

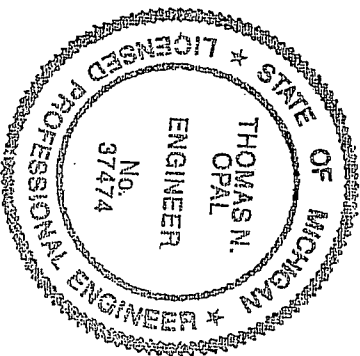
| | |
|--|---|
| COVER SHEET..... | 1 |
| SURVEY PLAN..... | 2 |
| SITE PLAN..... | 3 |
| COORDINATE TABLE & UNIT INFORMATION..... | 4 |
| GRADING AND FLOODPLAIN PLAN..... | 5 |
| UTILITY PLAN..... | 6 |

CORPORATE ADDRESS:
HMM'S ENTERPRISES, LLC
CORPORATE SERVICE CENTER
350 SOUTH CENTER STREET, SUITE 500
RENO, NEVADA 89501

MAILING ADDRESS:
HMM'S ENTERPRISES, LLC
PO BOX 430
SALINE, MICHIGAN 48176

APEX CONSULTING ENGINEERS
P.O. BOX 58
TEMPERANCE, MICHIGAN 48182
(734) 860-2739

GLA SURVEYOR, INC.
8134 GOLFREDSON ROAD
PLYMOUTH, MICHIGAN 48170
(734) 418-9850



PART OF LOTS 158, 159 AND 160 OF "ASSESSOR'S PLAT OF THE VILLAGE OF MILAN (NOW THE CITY OF MILAN)," BEING A PART OF SECTION 1 AND 2, T. 5 S., R. 6 E., MILAN TOWNSHIP (NOW THE CITY OF MILAN), MONROE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING THE NORTHWEST CORNER OF SUD LOT 166, THENCE S 89°30'30" E, 19.24 FEET ALONG THE NORTH LINE OF SUD LOT 180, THENCE S 70°24'50" E, 150.78 FEET, THENCE S 57°47'40" E, 41.68 FEET, THENCE N 57°45'50" E, 60.95 FEET, THENCE S 80°00'50" E, 104.50 FEET, THENCE S 56°25'40" E, 182.91 FEET, THENCE S, 167.45 FEET, THENCE S 71°25'00" E, 59.49 FEET, S 217.65 FEET, THENCE N 72°28'40" E, 131.80 FEET, THENCE N 44°42'40" E, 65.86 FEET, THENCE S 51°11'40" E, 98.33 FEET, THENCE S 80°34'50" E, 98.78 FEET, THENCE N 71°02'50" E, 56.13 FEET, THENCE N 51°20'30" E, 70.51 FEET, THENCE N 08°44'40" E, 44.87 FEET TO A POINT ON THE EAST LINE OF SUD LOT 158, THENCE S 07°13'20" E, 41.87 FEET, ALONG SUD EAST LOT LINE TO THE SOUTHEAST CORNER OF SUD LOT 158, THENCE N 78°12'40" E, 123.33 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF CANTED ROAD TO THE SOUTHWEST CORNER OF SUD LOT 156, AND THENCE N 07°15'00" E, 23.51 FEET ALONG THE WEST LINE OF LOT 180, SUD LOT ALSO BEING THE EASTERN RIGHT OF WAY LINE OF PLATT ROAD (66 FEET WIDE) TO THE POINT OF BEGINNING, CONTAINING 6.93 ACRES OF LAND, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD, IF ANY.

NOTE TO REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN THE CONSEQUENT SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

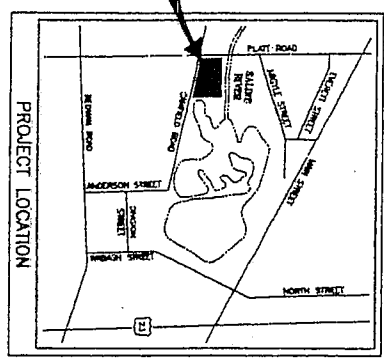
THOMAS H. OPAL, P.E. 737471
APEX CONSULTING ENGINEERS
P.O. BOX 58
TEMPERANCE, MICHIGAN 48182

03/18/04
DATE

RIVER GARDENS ESTATES
PROPOSED, DATED _____



PLATT ROAD (48.5' WIDE)



APEX CONSULTING ENGINEERS
P.O. BOX 34, LEBANON, MO 64502
PHONE (314) 535-7170

RIVER GARDENS ESTATES

SURVEY PLAN

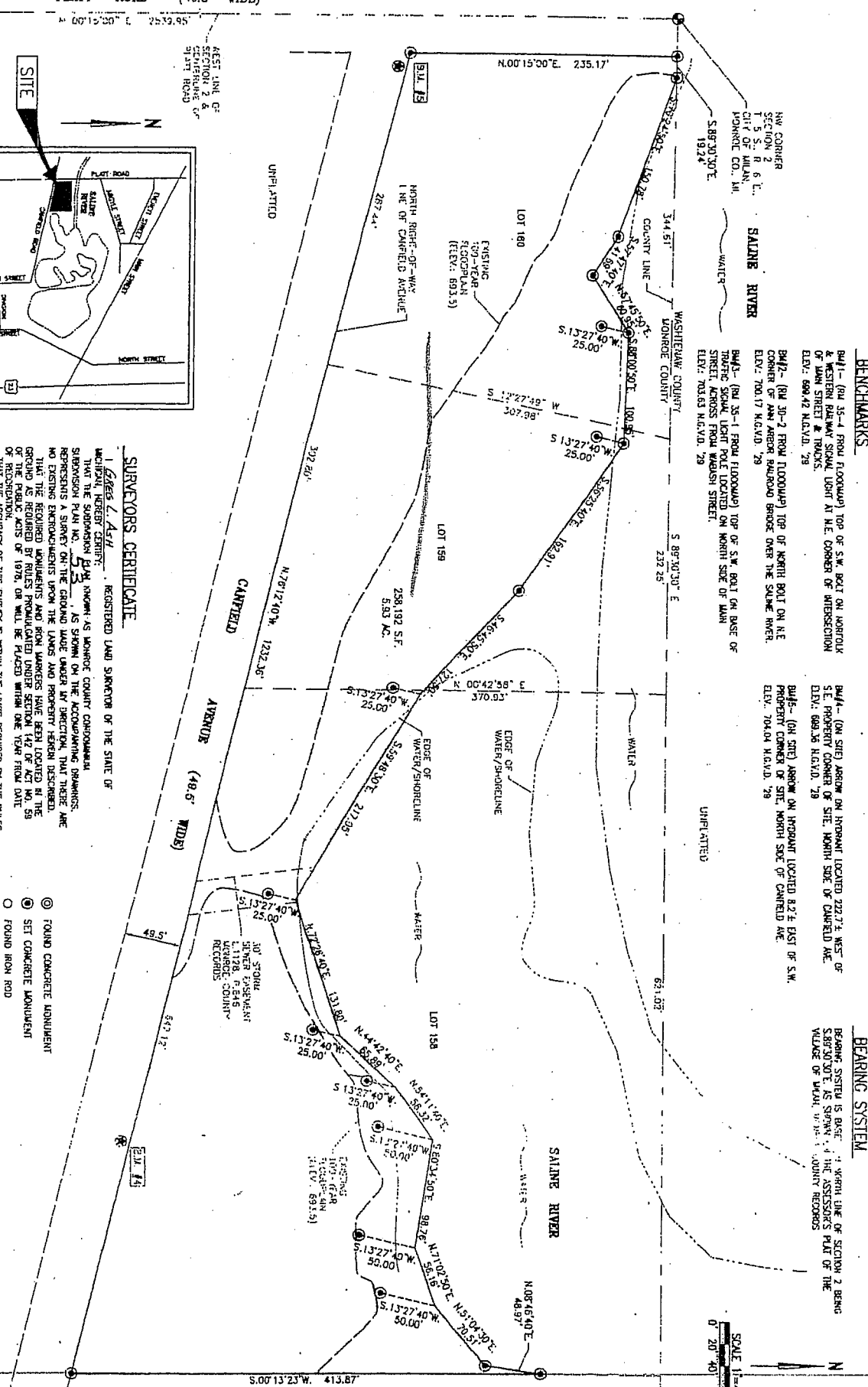
RIVER GARDENS ESTATES
PROPOSED, DATED

SURVEYORS' CERTIFICATE
I, Gregory A. Smith, REGISTERED LAND SURVEYOR OF THE STATE OF MISSOURI, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS RIVER GARDENS ESTATES, SUBDIVISION PLAN NO. 52,345, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND LAY UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, OR WILL BE PLACED WITHIN ONE YEAR FROM DATE OF RECORDATION, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

Gregory A. Smith
DATE April 6, 2004



- FOUND CONCRETE MONUMENT
- SET CONCRETE MONUMENT
- FOUND IRON ROD
- SET IRON ROD
- SECTION CORNER
- (R) RECORDED
- (M) MEASURED
- BENCHMARK

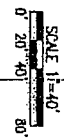


BENCHMARKS

- BM1 - (ON 35'-4" FROM FLOODWAY) TOP OF S.W. BOLT ON NORTHWEST CORNER OF SECTION 2, T. 35 S. R. 6 E., S. 1/4 CORNER OF MAIN STREET & FLOODWAY. ELEV. 699.42 M.G.M.D. 79
- BM2 - (ON 30'-2" FROM FLOODWAY) TOP OF NORTH BOLT ON N.E. CORNER OF MAIN STREET & FLOODWAY. ELEV. 699.36 M.G.M.D. 79
- BM3 - (ON 35'-1" FROM FLOODWAY) TOP OF S.W. BOLT ON BASE OF TRAPEZOIDAL LIGHT POLE LOCATED ON NORTH SIDE OF MAIN STREET, ACROSS FROM WASH STREET. ELEV. 703.63 M.G.M.D. 79
- BM4 - (ON SITE) ARROW ON HYDRAULIC LOCATED 8.2' EAST OF S.W. CORNER OF MAIN STREET & FLOODWAY. ELEV. 704.04 M.G.M.D. 79
- BM5 - (ON SITE) ARROW ON HYDRAULIC LOCATED 222.7' WEST OF S.E. PROPERTY CORNER OF SITE, NORTH SIDE OF CHAFFED AVE. ELEV. 699.36 M.G.M.D. 79

BEARING SYSTEM

BEARING SYSTEM IS BASED UPON THE MERIDIAN LINE OF SECTION 2 BEING S. 89° 30' 30" E. AS SHOWN ON THE ASSASSOR'S PLAT OF THE VILLAGE OF MIAMI, MO. COUNTY RECORDS



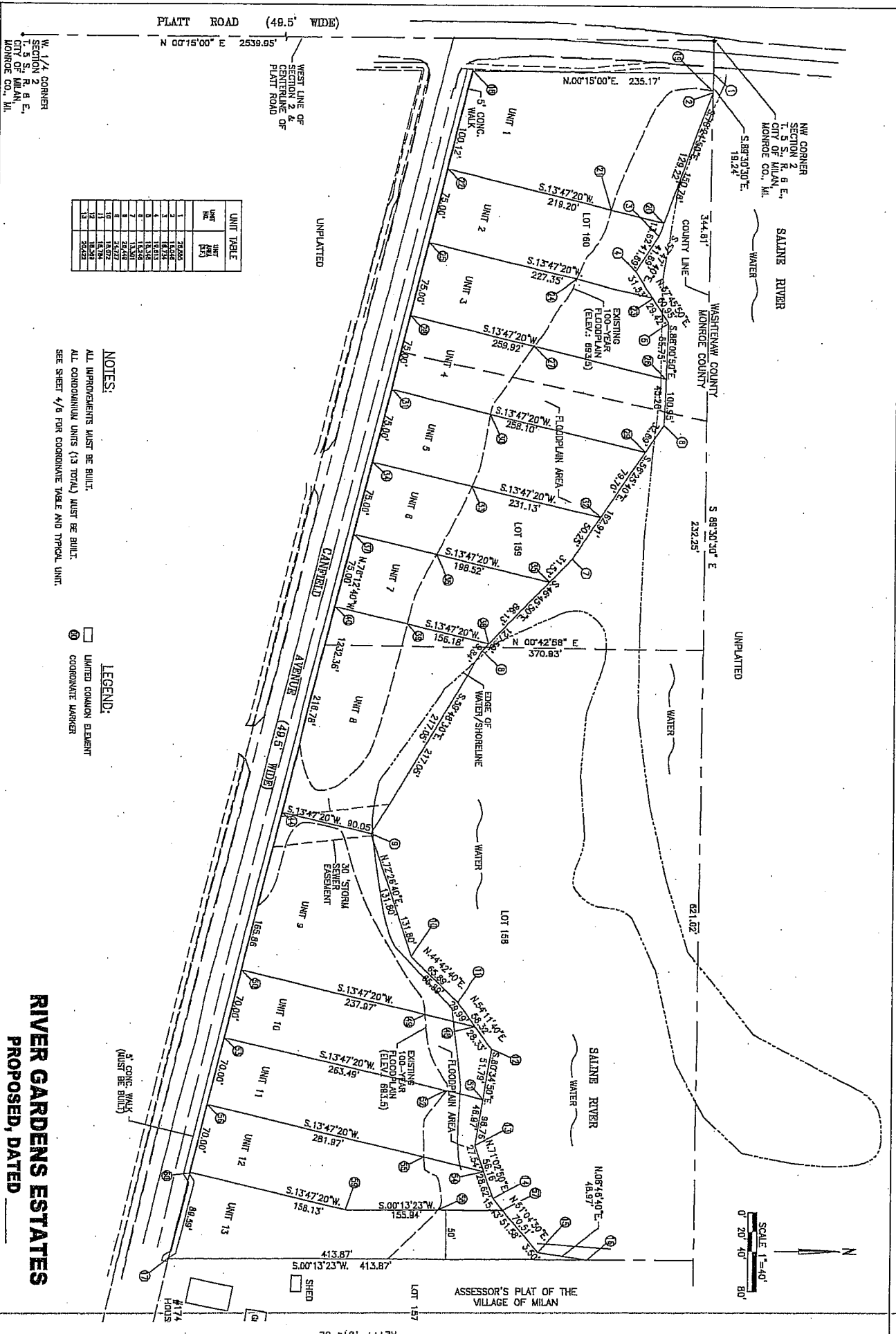
ASSESSOR'S PLAT OF THE VILLAGE OF MIAMI

P.O. BOX 62, TEMPERANCE, MI 48182

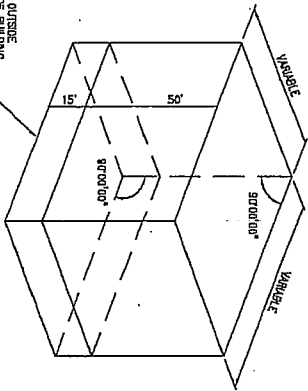
3

LIBER 2777

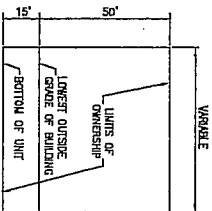
PAGE 1014



LOWEST OUTSIDE
GRADE
FROM PLANNING
PLAN OF APPROVED
ENGINEERING PLANS)



TYPICAL UNIT VOLUME



TYPICAL UNIT CROSS SECTION

NOTE:
THE TOP AND BOTTOM
UNITS OF OWNERSHIP ARE
PAID TO EACH OTHER
TO THE VERTICAL UNITS.

| COORDINATE TABLE | | |
|-------------------|----------|---------|
| COORDINATE NO. | NORTHING | EASTING |
| 1 | 6233.16 | 6001.03 |
| 2 | 6233.16 | 6001.03 |
| 3 | 6184.48 | 6102.35 |
| 4 | 6102.24 | 6102.35 |
| 5 | 6184.48 | 6204.15 |
| 6 | 6101.25 | 6350.04 |
| 7 | 5101.16 | 5463.77 |
| 8 | 5013.92 | 5578.88 |
| 9 | 4804.67 | 5704.27 |
| 10 | 4944.42 | 5851.53 |
| 11 | 4881.25 | 5834.28 |
| 12 | 5002.37 | 5903.28 |
| 13 | 5009.21 | 6083.01 |
| 14 | 5077.45 | 6158.13 |
| 15 | 5033.44 | 6158.13 |
| 16 | 4708.27 | 6158.13 |
| 17 | 5000.00 | 5900.00 |
| 18 | 5033.01 | 5018.81 |
| 19 | 6183.92 | 5143.48 |
| 20 | 6183.92 | 5143.48 |
| 21 | 6137.15 | 5134.75 |
| 22 | 4974.14 | 5097.24 |
| 23 | 5179.05 | 5274.28 |
| 24 | 5103.21 | 5205.55 |
| 25 | 4893.46 | 5170.08 |
| 26 | 5192.81 | 5354.87 |
| 27 | 5082.80 | 5272.40 |
| 28 | 5113.15 | 5272.40 |
| 29 | 5113.15 | 5374.17 |
| 30 | 5000.01 | 5310.43 |
| 31 | 4622.81 | 5315.75 |
| 32 | 5123.10 | 5443.08 |
| 33 | 5002.81 | 5412.84 |
| 34 | 4804.53 | 5398.59 |
| 35 | 5079.58 | 5500.75 |
| 36 | 4987.71 | 5481.30 |
| 37 | 4885.76 | 5481.43 |
| 38 | 5002.58 | 5571.48 |
| 39 | 4833.08 | 5551.50 |
| 40 | 4883.86 | 5514.27 |
| 41 | | |
| 42 | | |
| 43 | | |
| 44 | 4817.21 | 5714.80 |
| 45 | | |
| 46 | | |
| 47 | 5009.79 | 5802.61 |
| 48 | 4993.81 | 5890.77 |
| 49 | 4777.88 | 5903.89 |
| 50 | 4601.55 | 5903.89 |
| 51 | 4601.55 | 6005.67 |
| 52 | 4760.49 | 5973.87 |
| 53 | 5018.15 | 6109.06 |
| 54 | 4589.27 | 6034.47 |
| 55 | 4744.31 | 6041.25 |
| 56 | 5037.14 | 6148.13 |
| 57 | 4972.15 | 6147.88 |
| 58 | 4881.20 | 6147.88 |
| 59 | 4727.53 | 6109.54 |
| 60 | | |

NOTE:
COORDINATE POINTS 41-43 AND 46-47 ARE NOT
UNITED FOR THIS ALTERNATE

RIVER GARDENS ESTATES PROPOSED, DATED

PLATT ROAD (48.5' WIDE)

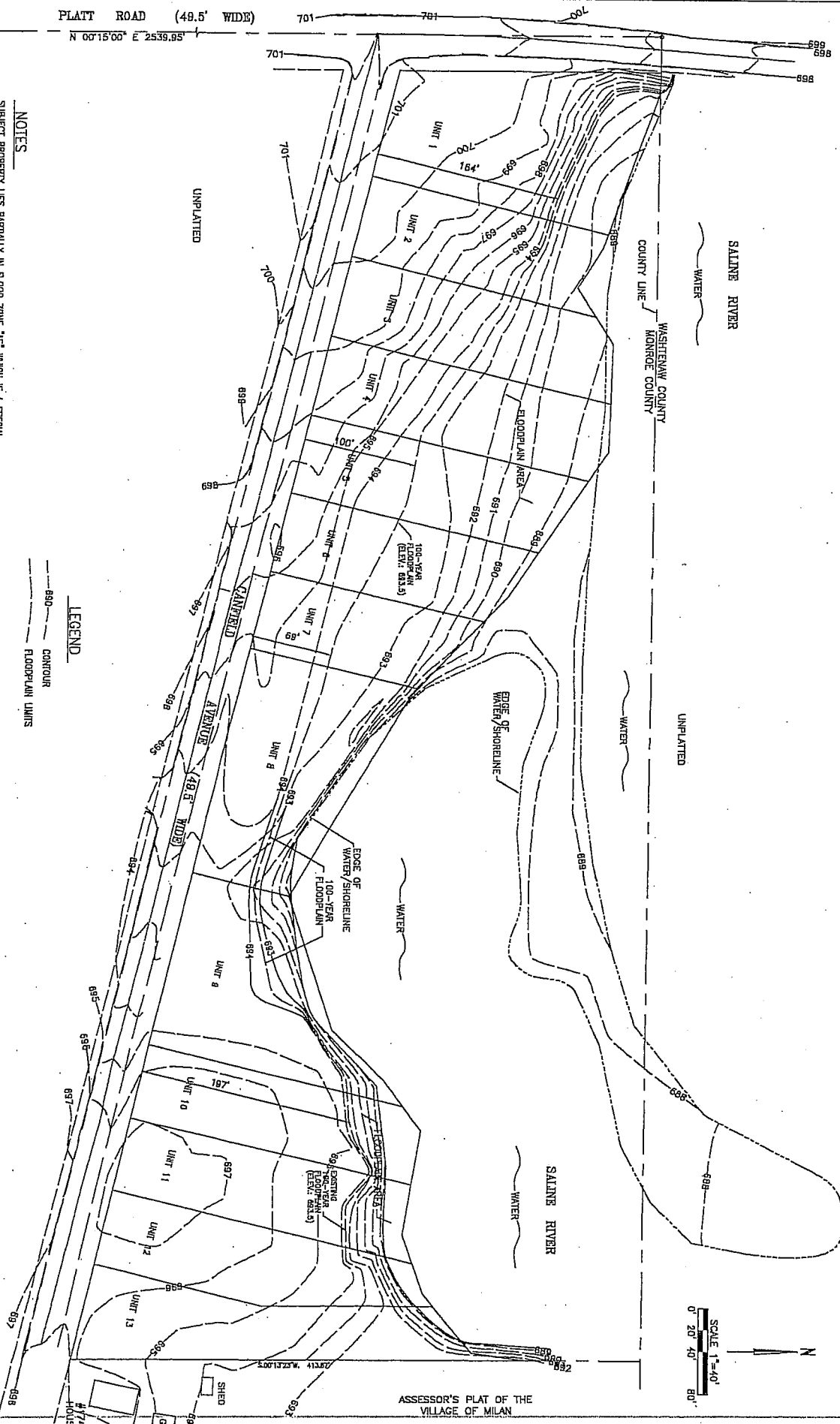
N 00°15'00" E 2539.95'

NOTES

SUBJECT PROPERTY LIES PARTIALLY IN FLOOD ZONE "A" WHICH IS A SPECIAL FLOOD HAZARD AREA INDICATED BY THE 100-YEAR FLOOD (ELEVATION DETERMINED TO BE 683.3 FEET). PROPERTY ALSO LIES PARTIALLY IN FLOOD ZONE "B" WHICH IS A FLOOD HAZARD AREA IN A 100-YEAR FLOOD INFORMATION IS PER FLOOD INSURANCE RATE MAP FOR MONROE COUNTY, COMMUNITY PANEL NO. 2815C 0030 D, EFFECTIVE DATE APRIL 24, 2004.

LEGEND

--- 680 --- CONTOUR
--- FLOODPLAIN LIMITS



ASSESSOR'S PLAT OF THE
VILLAGE OF MILAN

SCALE 1"=40'
0 20' 40' 60'

RIVER GARDENS ESTATES
PROPOSED, DATED

APEX CONSULTING ENGINEERS

RIVER GARDENS

GRADING AND

5



PLATT ROAD (49.5' WIDE)

N 00°15'00" E 2539.95'

LEGEND

| SYMBOL | DESCRIPTION |
|--------|-------------------|
| + | FIRE HYDRANT |
| □ | MANHOLE |
| □ \ X | CATCH BASIN/INLET |
| • C.O. | ISOLATION VALVE |
| • G.V. | CLEANOUT |
| —fm— | GAGE VALVE/WEEL |
| —s— | STORE SENSER |
| —w— | SAFARI FORCE MAN |
| —g— | SAFARI SENSER |
| —f— | WATER MAN |
| —t— | GAS |
| —e— | ELECTRIC |
| —p— | TELEPHONE |

SOURCE

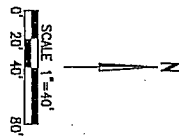
APEX CONSULTING ENGINEERS
APEX CONSULTING ENGINEERS
APEX CONSULTING ENGINEERS
APEX CONSULTING ENGINEERS
APEX CONSULTING ENGINEERS
APEX CONSULTING ENGINEERS
MICHIGAN CONSOLIDATED
DTE ENERGY
AMERITECH

NOTES:

ALL SANITARY SEWER IMPROVEMENTS MUST BE BUILT.
ALL WATER IMPROVEMENTS MUST BE BUILT.
UNDERGROUND UTILITY LINES AND STRUCTURES SHOWN ARE PER RECORDS MADE AVAILABLE BY UTILITIES OR MUNICIPALITIES, AND BY FIELD OBSERVATION WHERE POSSIBLE.

RIVER GARDENS ESTATES
PROPOSED, DATED

ASSESSOR'S PLAT OF THE
VILLAGE OF MILAN



Monroe County
Register of Deeds
Liber 2989 pg 706

**FIRST AMENDMENT TO MASTER DEED
OF RIVER GARDENS ESTATES**

HWWS Enterprises, LLC, a Nevada limited liability company, whose office mailing address is P.O. Box 430, Saline, Michigan 48176, being the Developer of River Gardens Estates, a site condominium project established in pursuance of the provisions of the Michigan Condominium Act, as amended (being Act 59 of the Public Acts of 1978, as amended), and of the Master Deed thereof, as recorded on August 3, 2004, in Liber 2777, Pages 933 through 1017, inclusive, Monroe County Records, and known as Monroe County Condominium Subdivision Plan No. 53, hereby amends said Master Deed pursuant to the authority reserved in Article XVI for the purpose of amending the Condominium Subdivision Plans marked Exhibit "B" and "C" to said Master Deed for the purpose of removing Units 1 through 5, inclusive, from River Gardens Estates, and to record as-built copies of said plans. Said Master Deed is amended in the following manner:

1. Sheets 1 through 6, inclusive, of Replat No. 1 of Monroe County Condominium Subdivision Plan No. 53, marked Exhibit "B" to the First Amendment to the Master Deed of River Gardens Estates, a site condominium, attached hereto, shall, upon recordation in the Office of the Monroe County Register of Deeds of this First Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 6, inclusive, of the Condominium Subdivision Plan of River Gardens Estates, as previously recorded in Liber 2777, Pages 1006 through 1011, inclusive, Monroe County Records, and said previously recorded Sheets 1 through 6, inclusive, shall be of no further force or effect.

2. Sheets 1 through 6, inclusive, of Replat No. 1 of Monroe County Condominium Subdivision Plan No. 53, marked Exhibit "C" to the First Amendment to the Master Deed of River Gardens Estates, a site condominium, attached hereto, shall, upon recordation in the Office of the Monroe County Register of Deeds of this First Amendment to Master Deed, replace, supersede and supplement Sheets 1 through 6, inclusive, of the Condominium Subdivision Plan of River Gardens Estates, as previously recorded in Liber 2777, Pages 1012 through 1017, inclusive, Monroe County Records, and said previously recorded Sheets 1 through 6, inclusive, shall be of no further force or effect.

Prop # 58 53 040 212 - 00

Cert # 2684

In all other respects, other than as hereinbefore indicated, the original Master Deed of River Gardens Estates, a site condominium, including all Exhibits attached thereto, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated: Sept 1, 2005.

HWWS ENTERPRISES, LLC, Developer

By: David A. Shaffer
David A. Shaffer, President

By: Darlene Shaffer
Darlene Shaffer, Secretary

STATE OF MICHIGAN, COUNTY OF WASHTENAW

On September 1, 2005, David A. Shaffer and Darlene Shaffer appeared before me, and stated under oath that they are the President and Secretary, respectively, of HWWS Enterprises, LLC, a Nevada limited liability company, and that this document was signed on behalf of the limited liability company, by authority of its operating agreement, and they acknowledged this document to be the free act and deed of the limited liability company.

Sheri L. Belcher
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires:

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

Sheri L. Belcher
Notary Public - Washtenaw County, MI
My Commission Expires January 19, 2007

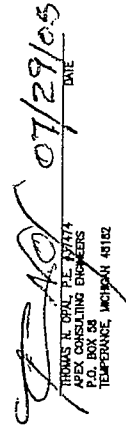
Recording fee: \$53.00

H:\KRF\FAIRVIEW COMMONS\MD-1ST AMD.RIVER GARDENS EST-2.WPD

CITY OF MILAN, MONROE COUNTY, MICHIGAN

GLA SURVEYOR, INC.
22800 W. ANN ARBOR ROAD
PLYMOUTH, MICHIGAN 48170
(734) 416-9850

PART OF LOTS 158 AND 159 OF JACOBSEN'S PLAT OF THE VILLAGE OF MILWAUKEE (NOW THE CITY OF MILWAUKEE), BEING A PART OF SECTION 1 AND SECTION 2, T. 3 N., R. 6 E., 14TH TOWNSHIP (NOW THE CITY OF MILWAUKEE COUNTY, WISCONSIN, DISCLOSED AS) COMMENCING AT THE SOUTHWEST CORNER OF SUD LOT 159; THENCE S. 75°12'40" E. 400.12 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CARPENTED ROAD FOR A PLACE OF BEGINNING; THENCE N. 13°47'20" E. 231.13 FEET; THENCE S. 56°23'30" E. 50.32 FEET; THENCE N. 13°47'20" E. 127.50 FEET; THENCE S. 56°48'50" E. 217.05 FEET; THENCE N. 72°28'40" E. 131.90 FEET; THENCE N. 44°42'40" E. 65.08 FEET; THENCE N. 54°11'40" E. 56.32 FEET; THENCE S. 90°34'50" E. 96.78 FEET; THENCE N. 71°02'50" E. 56.16 FEET; THENCE N. 50°34'50" E. 70.51 FEET; THENCE N. 50°45'40" E. 44.87 FEET TO A POINT ON THE EAST LINE OF SUD LOT 159; THENCE S. 07°13'23" W. 13.57 FEET ALONG SUD LOT 159; THENCE S. 07°13'23" W. 13.57 FEET TO THE NORTHERLY CORNER OF SUD LOT 158; THENCE S. 76°12'40" E. 80.24 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CARPENTED ROAD TO A PLACE OF BEGINNING. CONTAINING 1.59 ACRES OF LAND, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD, IF ANY.



APEX CONSULTING ENGINEERS
P.O. BOX 58, TEMPERANCE, MI 48182
PHONE (419) 344-0038

**RIVER GARDENS
ESTATES**

COVER SHEET

| | |
|------|-----|
| DATE | 1/6 |
| TIME | |
| BY | |
| FOR | |

***"MOST ASKED" QUESTIONS
RIVER GARDEN ESTATES***

Association Dues: \$120 per year

No higher than two stories

1350 sq. ft. Ranch

2000 sq. ft. Multi-story

No shared driveways

No fences 40 ft. from river; okay to be 25 ft. behind rear of house

Fences must be approved

No community dock

No log homes or manufactured homes

No BB guns, bows & arrows, etc.

Trash containers kept in garage

Protection of river edge (no removal of living large trees)

50% sold ~ first annual meeting (5 or 6 lots), or 120 days after

Grinder pumps responsibility of builder

Setbacks: 25 ft. – front, 20 ft. back

Side per city

River Gardens Estates 2013 Budget

Current Assets

| | |
|-----------------|----------|
| Cash - Checking | \$463.92 |
|-----------------|----------|

Pending Delinquent Accounts Receivable

| | |
|---------|--------|
| Unit 13 | \$0.00 |
| Unit 14 | \$0.00 |

| | |
|----------------------------------|---------------|
| Revenue - Interest Income | \$0.00 |
|----------------------------------|---------------|

**2013 Estimate Revenues From Assessments
Due October 15**

| | |
|---------------------|----------|
| Unit 6 - Available | |
| Unit 7 - Available | |
| Unit 8 - Available | |
| Unit 9 - Available | |
| Unit 10 - Available | |
| Unit 11 - Available | |
| Unit 12 - Available | |
| Unit 13 | \$120.00 |
| Unit 14 | \$120.00 |
| Unit 15 - Available | \$120.00 |

| | |
|---|-----------------|
| 2008 Estimated Total Assessment Revenues | \$360.00 |
|---|-----------------|

Estimated Expenses

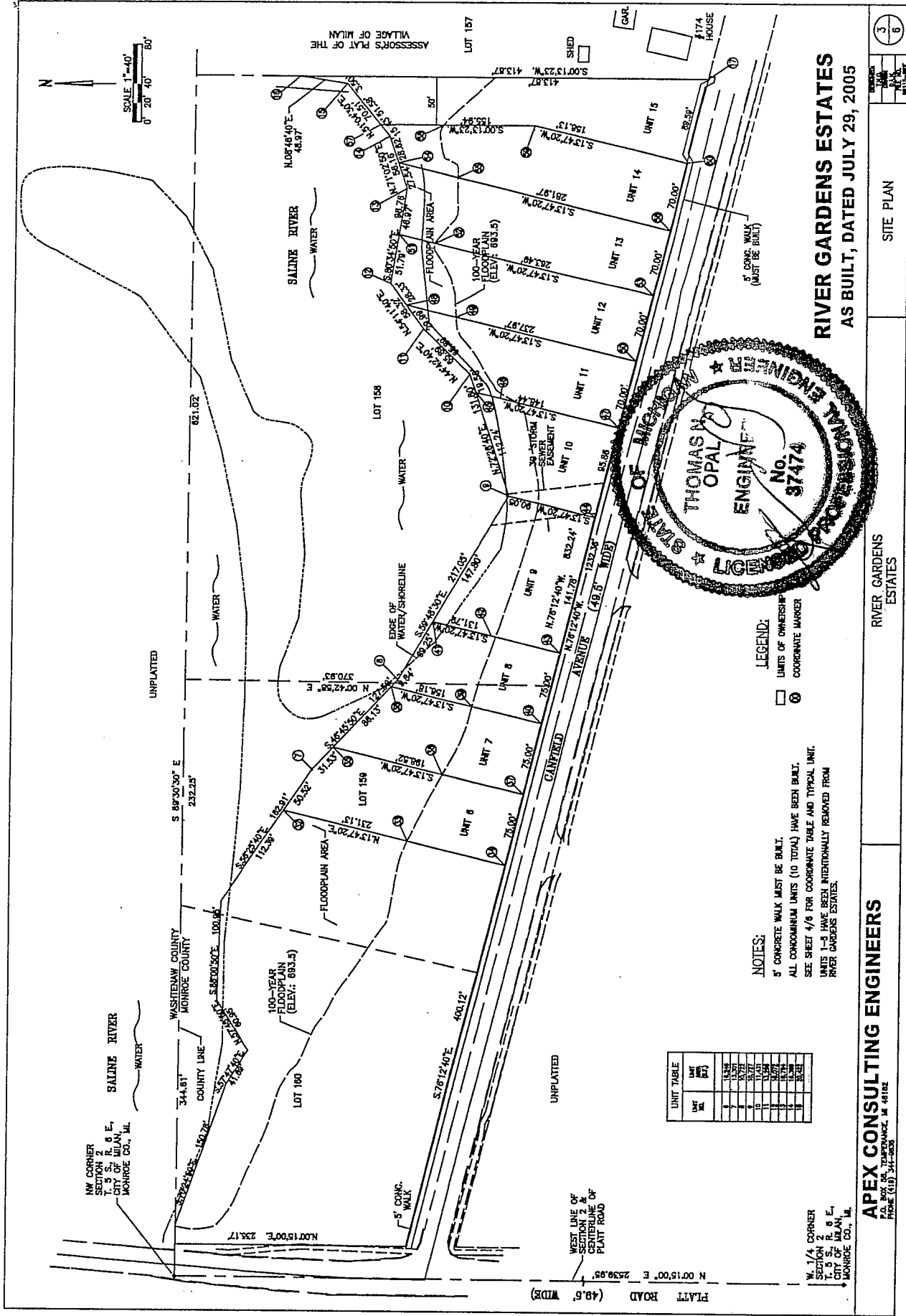
| | |
|---|----------|
| CPA - 1120-H US Association Tax Preparation | \$300.00 |
| MI Dept. of Licensing and Regulatory Affairs Nonporfit Corp Information Update | \$20.00 |
| Liability Insurance | \$160.00 |
| Administration Expenses | \$100.00 |

| | |
|-----------------------------------|-----------------|
| Estimated Expense Subtotal | \$580.00 |
|-----------------------------------|-----------------|

| | |
|------------------------------|----------|
| Reserve Fund - 10% of Budget | \$102.00 |
|------------------------------|----------|

| | |
|---------------------------------|-----------------|
| Estimated Total Expenses | \$682.00 |
|---------------------------------|-----------------|

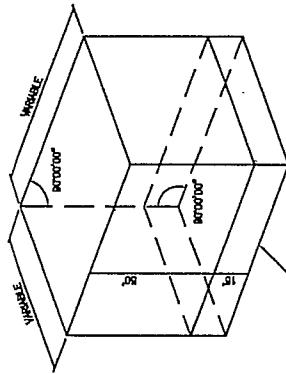
| | |
|--|------------------|
| Estimated Excess (Deficiency) of Revenues Over Expenses | -\$322.00 |
|--|------------------|



Liber 2989 Pg 710

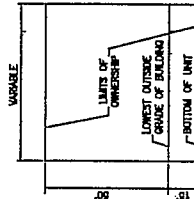
NOTE:
COORDINATE POINTS 1-4 AND 15-21, INCLUSIVE, HAVE BEEN
INTENTIONALLY REMOVED FROM RIVER GARDENS ESTATES.

| COORDINATE TABLE | | |
|-------------------|----------|---------|
| COORDINATE NO. | NORTHING | EASTING |
| 1 | 5101.18 | 5485.77 |
| 2 | 5101.18 | 5485.77 |
| 3 | 5101.18 | 5485.77 |
| 4 | 5101.18 | 5485.77 |
| 5 | 5101.18 | 5485.77 |
| 6 | 5101.18 | 5485.77 |
| 7 | 5101.18 | 5485.77 |
| 8 | 5101.18 | 5485.77 |
| 9 | 5101.18 | 5485.77 |
| 10 | 5101.18 | 5485.77 |
| 11 | 5101.18 | 5485.77 |
| 12 | 5101.18 | 5485.77 |
| 13 | 5101.18 | 5485.77 |
| 14 | 5101.18 | 5485.77 |
| 15 | 5101.18 | 5485.77 |
| 16 | 5101.18 | 5485.77 |
| 17 | 5101.18 | 5485.77 |
| 18 | 5101.18 | 5485.77 |
| 19 | 5101.18 | 5485.77 |
| 20 | 5101.18 | 5485.77 |
| 21 | 5101.18 | 5485.77 |
| 22 | 5101.18 | 5485.77 |
| 23 | 5101.18 | 5485.77 |
| 24 | 5101.18 | 5485.77 |
| 25 | 5101.18 | 5485.77 |
| 26 | 5101.18 | 5485.77 |
| 27 | 5101.18 | 5485.77 |
| 28 | 5101.18 | 5485.77 |
| 29 | 5101.18 | 5485.77 |
| 30 | 5101.18 | 5485.77 |
| 31 | 5101.18 | 5485.77 |
| 32 | 5101.18 | 5485.77 |
| 33 | 5101.18 | 5485.77 |
| 34 | 5101.18 | 5485.77 |
| 35 | 5101.18 | 5485.77 |
| 36 | 5101.18 | 5485.77 |
| 37 | 5101.18 | 5485.77 |
| 38 | 5101.18 | 5485.77 |
| 39 | 5101.18 | 5485.77 |
| 40 | 5101.18 | 5485.77 |
| 41 | 5101.18 | 5485.77 |
| 42 | 5101.18 | 5485.77 |
| 43 | 5101.18 | 5485.77 |
| 44 | 5101.18 | 5485.77 |
| 45 | 5101.18 | 5485.77 |
| 46 | 5101.18 | 5485.77 |
| 47 | 5101.18 | 5485.77 |
| 48 | 5101.18 | 5485.77 |
| 49 | 5101.18 | 5485.77 |
| 50 | 5101.18 | 5485.77 |
| 51 | 5101.18 | 5485.77 |
| 52 | 5101.18 | 5485.77 |
| 53 | 5101.18 | 5485.77 |
| 54 | 5101.18 | 5485.77 |
| 55 | 5101.18 | 5485.77 |
| 56 | 5101.18 | 5485.77 |
| 57 | 5101.18 | 5485.77 |
| 58 | 5101.18 | 5485.77 |
| 59 | 5101.18 | 5485.77 |
| 60 | 5101.18 | 5485.77 |



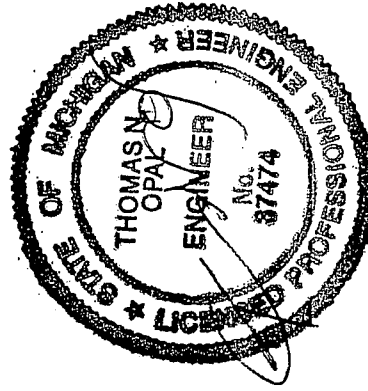
GRADE OF BUILDING
(SEE MASTER GRADING
PLAN OF APPROVED
ENGINEERING PLANS)

TYPICAL UNIT VOLUME



LIMITS OF OWNERSHIP
ARE SHOWN TO EACH OTHER
AND TO THE VERTICAL LIMITS.

TYPICAL UNIT CROSS SECTION



RIVER GARDENS ESTATES
AS BUILT, DATED JULY 29, 2005

APEX CONSULTING ENGINEERS

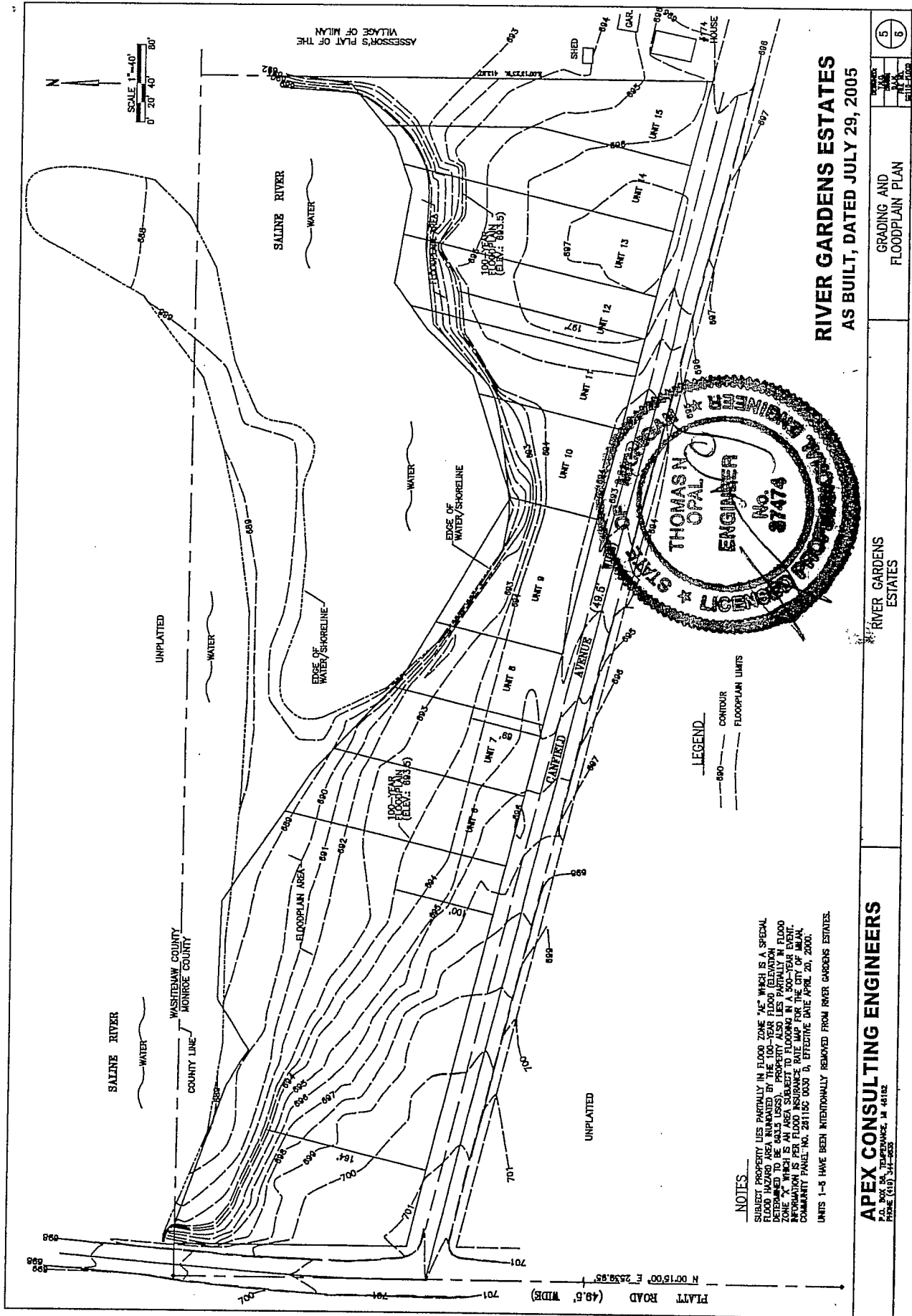
P.O. BOX 58, TEMPE, AZ 85282
PHONE (480) 344-9655

RIVER GARDENS
ESTATES

COORDINATE TABLE
& UNIT INFORMATION



Liber 2989 Pg 711



Liber 2989 Pg 712

REPLAT NO. 1 OF MONROE COUNTY
CONDOMINIUM SUBDIVISION PLAN NO. 53
EXHIBIT "C" TO THE FIRST
AMENDMENT TO THE MASTER DEED OF

RIVER GARDENS ESTATES
CITY OF MILAN, MONROE COUNTY, MICHIGAN

INDEX OF SHEETS

COVER SHEET.....1*
SURVEY PLAN.....2*
SITE PLAN.....3*
COORDINATE TABLE & UNIT INFORMATION.....4*
GRADING AND FLOODPLAIN PLAN.....5*
UTILITY PLAN.....6*
THE ASTERISK (*) INDICATES AN AMENDED SHEET
WHICH IS REVISED, DATED JULY 29, 2005. THE
SHEETS WITH THIS AMENDMENT ARE TO REPLACE
THOSE SHEETS PREVIOUSLY RECORDED.

DEVELOPER

CORPORATE ADDRESS:
HAWES ENTERPRISES, LLC
CORPORATE SERVICE CENTER
350 SOUTH CENTER STREET, SUITE 500
RENO, NEVADA 89501

MAILING ADDRESS:
HAWES ENTERPRISES, LLC
PO BOX 450
SALINE, MICHIGAN 48176

ENGINEER

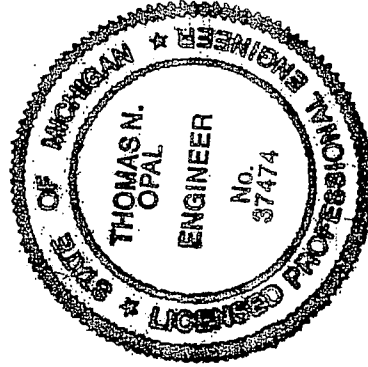
APEX CONSULTING ENGINEERS,
INC.
TEMPERANCE, MICHIGAN 48182
(419) 344-9835

SURVEYOR

G.A. SURVEYOR, INC.
9800 W. ANN ARBOR ROAD
PLYMOUTH, MICHIGAN 48170
(734) 416-9600

LEGAL DESCRIPTION

PART OF LOTS 156 AND 158 OF "ASSESSOR'S PLAT OF THE VILLAGE OF MILAN (NOW THE CITY OF MILAN)," BEING A PART OF SECTION 1 AND SECTION 2, T. 5 S., R. 6 E., MILAN TOWNSHIP (NOW THE CITY OF MILAN), MONROE COUNTY, MICHIGAN, DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 156; THENCE S. 78°12'40" E. 404.12 FEET ALONG THE NORTHERLY PROPERTY LINE OF CARFELD ROAD FOR A PLACE OF BEGINNING; THENCE N. 17°47'20" E. 231.13 FEET; THENCE S. 58°23'40" E. 50.92 FEET; THENCE S. 48°49'50" E. 127.50 FEET; THENCE S. 58°48'30" E. 217.05 FEET; THENCE N. 54°11'40" E. 56.32 FEET; THENCE N. 44°42'40" E. 66.98 FEET; THENCE N. 71°02'50" E. 56.18 FEET; THENCE N. 87°34'50" E. 98.78 FEET; THENCE N. 08°49'40" E. 48.97 FEET TO A POINT 70.51 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 156; THENCE S. 07°13'25" W. 413.87 FEET ALONG SAID LOT 156 TO THE SOUTHWEST CORNER OF SAID LOT 158; THENCE N. 76°12'40" W. 432.24 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF CARFELD ROAD TO THE PLACE OF BEGINNING, CONTAINING 3.59 ACRES OF LAND MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD, IF ANY.



Thomas N. Opal
THOMAS N. OPAL, P.E. 07/29/05
DATE
APEX CONSULTING ENGINEERS,
INC.
TEMPERANCE, MICHIGAN 48182

RIVER GARDENS ESTATES
AS BUILT, DATED JULY 29, 2005

APEX CONSULTING ENGINEERS
P.O. BOX 85, TEMPERANCE, MI 48182
PHONE (419) 344-9835

RIVER GARDENS
ESTATES

COVER SHEET

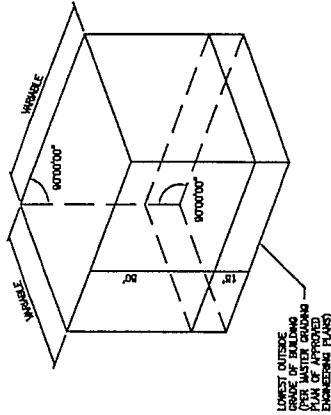


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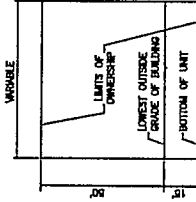
NOTE:
COORDINATE POINTS 1-8 AND 18-31, INCLUSIVE, HAVE BEEN
INTENTIONALLY REMOVED FROM RIVER GARDENS ESTATES.

| COORDINATE TABLE | | |
|-------------------|----------|---------|
| COORDINATE NO. | NORTHING | EASTING |
| 1 | 5101.18 | 5455.77 |
| 2 | 5101.18 | 5455.77 |
| 3 | 5101.18 | 5455.77 |
| 4 | 5101.18 | 5455.77 |
| 5 | 5101.18 | 5455.77 |
| 6 | 5101.18 | 5455.77 |
| 7 | 5101.18 | 5455.77 |
| 8 | 5101.18 | 5455.77 |
| 9 | 5101.18 | 5455.77 |
| 10 | 5101.18 | 5455.77 |
| 11 | 5101.18 | 5455.77 |
| 12 | 5101.18 | 5455.77 |
| 13 | 5101.18 | 5455.77 |
| 14 | 5101.18 | 5455.77 |
| 15 | 5101.18 | 5455.77 |
| 16 | 5101.18 | 5455.77 |
| 17 | 5101.18 | 5455.77 |
| 18 | 5101.18 | 5455.77 |
| 19 | 5101.18 | 5455.77 |
| 20 | 5101.18 | 5455.77 |
| 21 | 5101.18 | 5455.77 |
| 22 | 5101.18 | 5455.77 |
| 23 | 5101.18 | 5455.77 |
| 24 | 5101.18 | 5455.77 |
| 25 | 5101.18 | 5455.77 |
| 26 | 5101.18 | 5455.77 |
| 27 | 5101.18 | 5455.77 |
| 28 | 5101.18 | 5455.77 |
| 29 | 5101.18 | 5455.77 |
| 30 | 5101.18 | 5455.77 |
| 31 | 5101.18 | 5455.77 |
| 32 | 5101.18 | 5455.77 |
| 33 | 5101.18 | 5455.77 |
| 34 | 5101.18 | 5455.77 |
| 35 | 5101.18 | 5455.77 |
| 36 | 5101.18 | 5455.77 |
| 37 | 5101.18 | 5455.77 |
| 38 | 5101.18 | 5455.77 |
| 39 | 5101.18 | 5455.77 |
| 40 | 5101.18 | 5455.77 |
| 41 | 5101.18 | 5455.77 |
| 42 | 5101.18 | 5455.77 |
| 43 | 5101.18 | 5455.77 |
| 44 | 5101.18 | 5455.77 |
| 45 | 5101.18 | 5455.77 |
| 46 | 5101.18 | 5455.77 |
| 47 | 5101.18 | 5455.77 |
| 48 | 5101.18 | 5455.77 |
| 49 | 5101.18 | 5455.77 |
| 50 | 5101.18 | 5455.77 |
| 51 | 5101.18 | 5455.77 |
| 52 | 5101.18 | 5455.77 |
| 53 | 5101.18 | 5455.77 |
| 54 | 5101.18 | 5455.77 |
| 55 | 5101.18 | 5455.77 |
| 56 | 5101.18 | 5455.77 |
| 57 | 5101.18 | 5455.77 |
| 58 | 5101.18 | 5455.77 |
| 59 | 5101.18 | 5455.77 |
| 60 | 5101.18 | 5455.77 |
| 61 | 5101.18 | 5455.77 |
| 62 | 5101.18 | 5455.77 |
| 63 | 5101.18 | 5455.77 |
| 64 | 5101.18 | 5455.77 |
| 65 | 5101.18 | 5455.77 |
| 66 | 5101.18 | 5455.77 |
| 67 | 5101.18 | 5455.77 |
| 68 | 5101.18 | 5455.77 |
| 69 | 5101.18 | 5455.77 |
| 70 | 5101.18 | 5455.77 |
| 71 | 5101.18 | 5455.77 |
| 72 | 5101.18 | 5455.77 |
| 73 | 5101.18 | 5455.77 |
| 74 | 5101.18 | 5455.77 |
| 75 | 5101.18 | 5455.77 |
| 76 | 5101.18 | 5455.77 |
| 77 | 5101.18 | 5455.77 |
| 78 | 5101.18 | 5455.77 |
| 79 | 5101.18 | 5455.77 |
| 80 | 5101.18 | 5455.77 |
| 81 | 5101.18 | 5455.77 |
| 82 | 5101.18 | 5455.77 |
| 83 | 5101.18 | 5455.77 |
| 84 | 5101.18 | 5455.77 |
| 85 | 5101.18 | 5455.77 |
| 86 | 5101.18 | 5455.77 |
| 87 | 5101.18 | 5455.77 |
| 88 | 5101.18 | 5455.77 |
| 89 | 5101.18 | 5455.77 |
| 90 | 5101.18 | 5455.77 |
| 91 | 5101.18 | 5455.77 |
| 92 | 5101.18 | 5455.77 |
| 93 | 5101.18 | 5455.77 |
| 94 | 5101.18 | 5455.77 |
| 95 | 5101.18 | 5455.77 |
| 96 | 5101.18 | 5455.77 |
| 97 | 5101.18 | 5455.77 |
| 98 | 5101.18 | 5455.77 |
| 99 | 5101.18 | 5455.77 |
| 100 | 5101.18 | 5455.77 |

NOTE:
COORDINATE POINTS 41-43 AND 45-47 ARE NOT
UTILIZED FOR THIS ALTERNATE

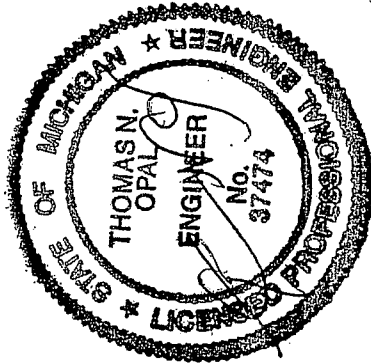


TYPICAL UNIT VOLUME



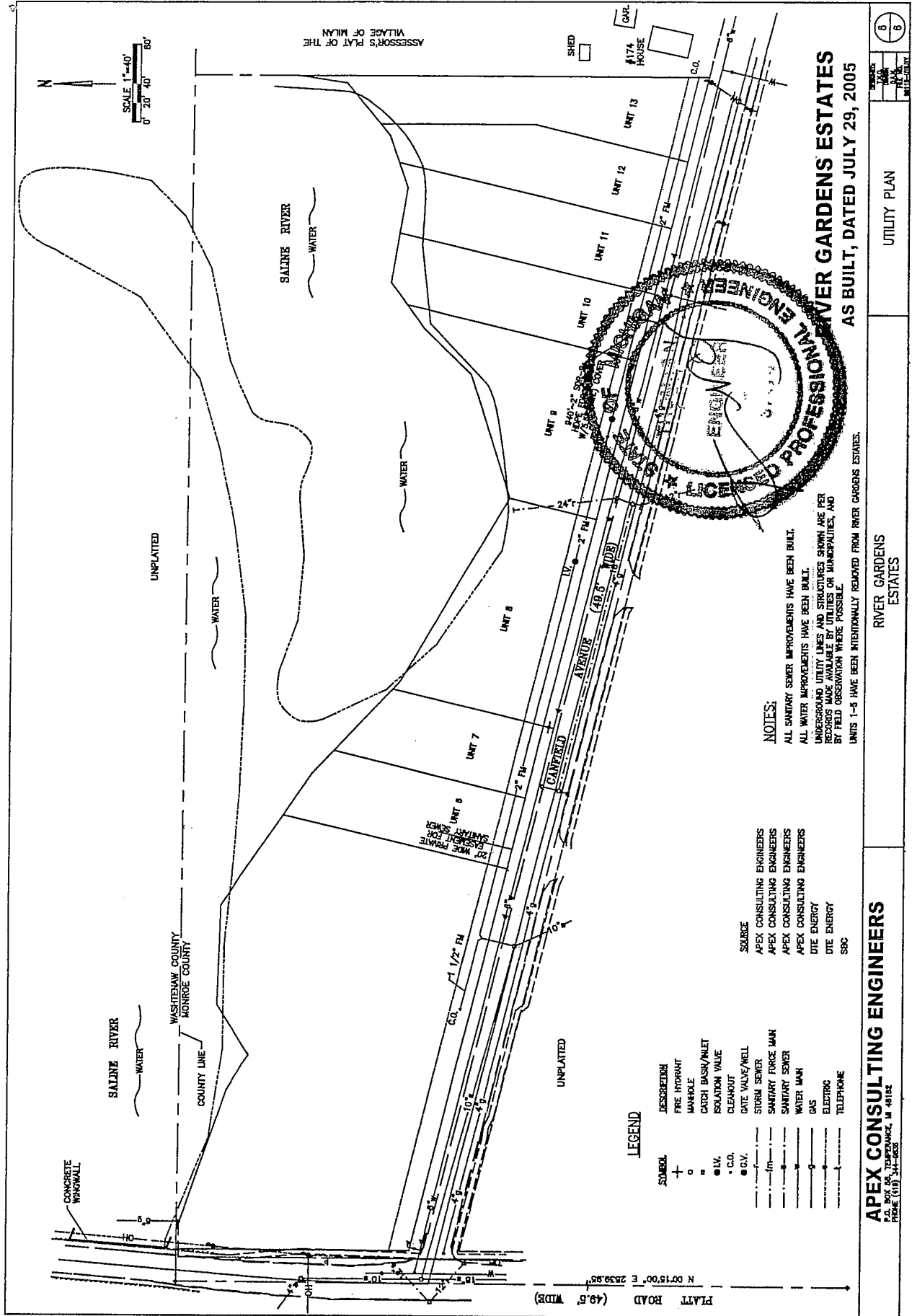
TYPICAL UNIT CROSS SECTION

NOTE:
THE TOP AND BOTTOM
LIMITS OF OWNERSHIP ARE
APPLIED TO EACH OTHER
AS WELL AS TO EACH UNIT
TO THE VERTICAL LIMITS.



RIVER GARDENS ESTATES AS BUILT, DATED JULY 29, 2005

| | | | |
|---|--------------------------|--|--|
| APEX CONSULTING ENGINEERS P.O. BOX 58, TOLPINE, MI 48182 PHONE (419) 341-9035 | RIVER GARDENS ESTATES | COORDINATE TABLE & UNIT INFORMATION | <div> <div>4</div> <div>5</div> </div> |
| | | | |



Lib 2989 2719

2 blank pages

Liber 2989 Pg 720

Liber 2989 Pg 721

OWNER'S CONSENT TO AMENDMENT OF MASTER DEED

The undersigned, HOMETOWN DEVELOPMENT CO., L.L.C., a Michigan limited liability company, of P.O. Box 163, Milan, Michigan 48160, owner of Units 1, 2, 3, 4, and 5, in River Gardens Estates, a site condominium located in the City of Milan, Monroe County, Michigan, established pursuant to the Master Deed thereof, as recorded in Liber 2777, Page 933, Monroe County Records, and designated as Monroe County Condominium Subdivision Plan No. 53, hereby consents to the recording of an amendment to said Master Deed for the purpose of contracting the real property located therein so that Units 1 through 5 may be removed from said site condominium and developed as a separate residential project.

Dated: September 1, 2005

HOMETOWN DEVELOPMENT CO., L.L.C.,
a Michigan limited liability
company

By: Jeffrey D. Blake

Jeffrey D. Blake, Member

STATE OF MICHIGAN, COUNTY OF ~~MONROE~~ Washtenaw

The foregoing document was acknowledged before me this 1 day of September, 2005, by Jeffrey D. Blake, Member, on behalf of HOMETOWN DEVELOPMENT CO., L.L.C., a Michigan limited liability company, by authority of its Operating Agreement.

Sheri L. Belcher
Notary Public
Washtenaw County, Michigan
Acting in ~~Monroe~~ Washtenaw County
My commission expires:

This document prepared by and
when recorded return to:
Karl R. Frankena (P13641)
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Sheri L. Belcher
Notary Public - Washtenaw County, MI
My Commission Expires January 19, 2007

Recording fee: \$14.00

Tax Code No. 58-53-063-001, -002, -003, -004, and -005 (Units 1-5)

H:\KRF\GLENDALEFARMS\OWNER CONSENT TO AMD MD-HOMETOWN.WPD

OWNER'S CONSENT TO AMENDMENT OF MASTER DEED

The undersigned, NEXXUS HOMES, LLC, a Michigan limited liability company, of 124 Pearl Street, Suite 500, Ypsilanti, Michigan 48197, owner of Units 13 and 14, in River Garden Estates, a site condominium located in the City of Milan, Monroe County, Michigan, established pursuant to the Master Deed thereof, as recorded in Liber 2777, Page 933, Monroe County Records, and designated as Monroe County Condominium Subdivision Plan No. 53, hereby consents to the recording of an amendment to said Master Deed for the purpose of contracting the real property located therein so that Units 1 through 5 may be removed from said site condominium and developed as a separate residential project.

Dated: JULY 19, 2005

NEXXUS HOMES, LLC, a Michigan
limited liability company

By: 
Jason Bodnik, Member

STATE OF MICHIGAN, COUNTY OF MONROE

The foregoing document was acknowledged before me this 19 day of July, 2005, by Jason Bodnik, Member, on behalf of Nexxus Homes, LLC, a Michigan limited liability company, by authority of its Operating Agreement.


DARYHL COVINGTON
Notary Public, State of Michigan, County of Washtenaw
My Commission Expires October 1, 2007
Acting in the County of Washtenaw

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

This document prepared by and
when recorded return to:
Karl R. Frankena (P13641)
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131
(734) 761-9000

Recording fee: \$14.00

Tax Code No. _____ (Units 1-5)

WARRANTY DEED - CORPORATION OR PARTNERSHIP

HWWS Enterprises, LLC, a Nevada Limited Liability Company, whose address is P.O. Box 430, Saline, MI, 48176 conveys and warrants to Hometown Development Co., LLC, a Michigan Limited Liability Company, whose address is P.O. Box 163, Milan, MI, 48160 the following property located in the City of Milan, Monroe County, Michigan:

Units 1, 2, 3, 4, and 5, River Gardens Estates according to the Master Deed recorded in Liber 2777, Pages 933 through 1017, Monroe County Records, designated as Monroe County Condominium Subdivision Plan No. 53, together with rights in general common elements and limited common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

for the full consideration of \$325,000.00, subject to easements and restrictions of record and liens for real estate taxes not yet due and payable.

Dated: August 22, 2005

HWWS Enterprises, LLC

David A. Shaffer

By: David A. Shaffer, Member

Darlene Shaffer

By: Darlene Shaffer, Member

Acknowledged before me in Washtenaw County, Michigan, on August 22, 2005 by David A. Shaffer and Darlene Shaffer, as Members of HWWS Enterprises, LLC, a Nevada Limited Liability Company.

My commission expires:

Lori K. Russo

Notary Public Washtenaw County, MI

My Commission Expires December 8, 2007

Lori K. Russo

Notary Public

Washtenaw County, Michigan

Acting In Washtenaw County

This instrument drafted by:

Scott Broshar P41006

410 South Maple Road

Ann Arbor, MI 48103

When recorded return to:

Grantee

Recording Fee: \$14.00 plus \$1.00 tax certificate

Transfer Tax: \$2,795.00

Tax Parcel: 58-53-063-001-00

58-53-063-002-00

58-53-063-003-00

AB File No.: 56205

58-53-063-004-00

58-53-063-005-00

Send tax bills to:

Grantee

Was Recorded
Liber 2777
Page 2992
This went to
Hometown