

PURCHASER INFORMATION BOOKLET

FOR

UPTOWN VILLAGE ASSOCIATION

A Condominium Project

in

City of Milan, Washtenaw County, Michigan

# **UPTOWN VILLAGE**

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Receipt for Purchaser Information Booklet

Developer's Original Purchaser Information Book, which includes:

Rules and Regulations of the Uptown Village Association

Disclosure Statement

Recorded Master Deed including Condominium Bylaws and  
Condominium Subdivision Plans, and any amendments thereto

Articles of Incorporation of Uptown Village Association

Developer's Escrow Agreement

Developer's Limited Warranty

Escrow Agreement used by Allen Edwin Home Builders

Purchase Agreement used by Allen Edwin Home Builders

The Condominium Buyers Handbook

UPTOWN VILLAGE  
RECEIPT OF PURCHASER INFORMATION BOOKLET AND EXPLANATION  
OF SECTION 84a OF THE CONDOMINIUM ACT

Dear Potential Purchaser:

You have agreed to receive the various disclosures required under the Michigan Condominium Act electronically. The Uniform Electronic Transactions Act may require various consents and assurances with respect to the use of electronic records, disclosures and signatures. To assure compliance with any such requirements we ask that you initial each of the following boxes and return a hard copy of this Receipt to Allen Edwin Homes, 2186 E. Centre Ave., Portage, MI 49002.

\_\_\_\_\_ I/We have agreed to receive the Purchaser Information Booklet by electronic transmission

\_\_\_\_\_ I/We understand that this consent to electronic transmission may be revoked at any time.

\_\_\_\_\_ I/We understand that "hard" or "printed" copies of the Purchaser Information Booklet are available to me at any time, at no added cost for the initial Booklet.

At this time, we are furnishing you with Uptown Village Purchaser Information Booklet prepared by the Developer, Uptown Village, LTD, which includes:

- A. Rules and Regulations of Uptown Village Association;
- B. Disclosure Statement;
- C. Recorded Master Deed with Condominium Bylaws attached as Exhibit "A" and Condominium Subdivision Plan attached as Exhibit "B" any amendments thereto;
- D. Uptown Village Association Articles of Incorporation; and
- E. Developer's Escrow Agreement;
- F. Developer's Limited Warranty.

We are providing you with the following additional documents:

- G. Escrow Agreement used by Allen Edwin Home Builders, LLC;
- H. Purchase Agreement used by Allen Edwin Home Builders, LLC; and
- I. The Condominium Buyer's Handbook.

This receipt additionally acknowledges that Allen Edwin Homes is neither the Developer nor the Successor Developer of the project. We are providing copies of the above described documents to assist the purchaser in evaluating the project.

As provided in Section 84a of the Michigan Condominium Act, as amended, your Purchase Agreement, including all addenda, if any, (a copy of which you previously received or which is delivered herewith) cannot become binding until the elapse of nine (9) business days from today. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Project and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-Owners and the Developer. Please sign and return to us the additional copy of this Receipt to acknowledge that it and the above-described documents have been delivered to you.

RECEIPT OF DESCRIBED DOCUMENTS ACKNOWLEDGED BY:

\_\_\_\_\_  
Buyer

Unit No.: \_\_\_\_\_

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_

(If more than one (1) purchaser, all must sign.)

# UPTOWN VILLAGE ASSOCIATION

## RULES AND REGULATIONS – ASSESSMENT COLLECTION BYLAW ENFORCEMENT

Adopted: May 30, 2003

Effective: June 15, 2003

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Pursuant to Article VI, Section 7 of the Bylaws (Exhibit "A" to the Master Deed), the Board of Directors of Uptown Village Association adopts the following Rules and Regulations governing the collection of Condominium assessments and the enforcement of the restrictions in the Condominium Documents.

### **I. ASSESSMENT COLLECTION PROCEDURE**

#### **A. ASSESSMENTS**

All annual, additional and special assessments are to be apportioned among and paid by the co-owners as is provided in Article II, Section 3 of the Bylaws. The annual assessment shall be due and payable by the co-owners in twelve (12) equal monthly installments. Each monthly installment is due and payable on the first day of each respective month. Any additional and/or special assessments levied by the Board of Directors will be due and payable on the due date(s) respectively established. Any other sums owing to the Association by the co-owners which may be collected by the Association in accordance with Article II of the Condominium Bylaws, may also be collected as provided hereunder.

#### **B. DELINQUENCY PROCEDURE**

1. Any assessment payment not received by the Association, or its designated agent, on or before the due date shall be deemed delinquent and in default.
2. Delinquent assessments will cause a late charge in the amount of twenty-five (\$25.00) dollars, or such other amount as may be determined by the Board of Directors, to be automatically levied for each month the delinquent assessment is not fully paid, if full payment is not received by the tenth day of the pertinent month.



3. Notice of delinquency, the late charge levied and any other costs charged to the co-owner's account shall be sent to the delinquent co-owner by the Association, or its designated agent, by the fifteenth day of the first month the delinquency occurs.
4. If full payment of the delinquent assessment(s), late charge(s) and any costs is not received by the tenth day of the second month, unless other satisfactory arrangements have been made with the Board of Directors, and/or its designated agent, the following steps will be taken:
  - (a) all unpaid installments of the annual and any additional assessments for the pertinent fiscal year will be immediately deemed due and payable if any installments of an annual or additional assessment remain fully or partially unpaid.
  - (b) all unpaid installments and/or portion of any special assessment levied against the unit will be immediately due and payable if any installments and/or portion of a special assessment remain fully or partially unpaid;
  - (c) the matter will be turned over to the Association's attorney for handling, a lien will be filed, and notice of same will be sent to the delinquent co-owner; and
  - (d) the Condominium unit mortgage lender will be notified of the delinquency, if applicable.
5. The expenses incurred in collecting the delinquency, including, without limitation, late charges, interest, cost of collection and enforcement, including actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on the co-owner's unit. A land contract seller shall be so personally liable and the land contract purchaser shall also be personally liable for all such assessments and expenses incurred in collecting the delinquency levied and incurred up to and including the date upon which such land contract seller actually takes possession of the unit following extinguishment of all rights of the land contract purchaser in the unit.
6. If any amounts owing, as defined in the previous subparagraph 5, continue to be owing past the tenth day of the third month, the

Association may institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or for such other relief as the Association may be entitled.

7. Payments, whether partial or in full, on the delinquent account shall be applied first to late charges, attorney's fees, interest and costs and thereafter against assessment installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment.
8. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.

**C. RESTRICTIONS ON DELINQUENT CO-OWNERS**

1. A co-owner in default shall not be entitled to vote at any meeting of the Association and shall not be entitled to serve as a director of the Association so long as the default continues.
2. The Association may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intention to do so.
3. A co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project except for ingress or egress to and from his or her Condominium unit.

**II. BYLAW ENFORCEMENT PROCEDURE**

**A. COMPLAINT PROCEDURE**

1. Any co-owner having a complaint concerning any violation of the Master Deed, the Bylaws, or other Condominium Documents of Uptown Village Condominium should:
  - (a) Note the incident date(s), time(s), name (if known), and address of the person allegedly violating the Condominium Documents and write out a detailed description of the alleged violation; and
  - (b) Submit the above information in the form of a written complaint to the Board of Directors of the Association, or

its designated agent, if applicable. The Complaint should contain as many of the specifics as possible. (See suggested form attached hereto).

**B. VIOLATION PROCEDURE**

1. Upon receipt of a complaint, the Board of Directors, or its designated agent, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it is something that the complaining co-owner should individually pursue. If the co-owner elects to enforce his or her rights individually, the Association shall have the option, in its discretion, to join in the action or to pursue such other enforcement action it deems appropriate.
2. If the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice will be sent to the offending co-owner and the nonco-owner occupant or guest, if applicable, by certified and/or regular mail and will include:
  - (a) An explanation of the alleged violation along with the information pertaining to the section(s) of the Condominium Documents that the co-owner, nonco-owner occupant or guest is thought to be violating; and
  - (b) A date by which compliance must occur; and
  - (c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:
    - (1) An opportunity for the alleged offending co-owner to submit a written request to appear before the Board of Directors, with witnesses if so desired, at the next scheduled meeting of the Board of Directors, no less than (7) days from the date of notice, and offer evidence in defense of the alleged violation before a fine is levied by the Board of Directors and the alleged offending co-owner shall

have the opportunity to cross-examine any witnesses at such a hearing;

- (2) A statement that the request for hearing must be in writing; and
  - (3) A statement that a hearing before the Board of Directors, if properly requested, will be scheduled by the Board at the next scheduled meeting of the Board of Directors, no less than seven (7) days from the date of notice.
3. Upon expiration of the date given for compliance, or such other reasonable time as the Board may determine, if the offending individual has not complied with the Board of Directors' or its designated agent's demand, nor provided any satisfactory response, unless a hearing is pending, the Board of Directors or its designated agent will refer the matter to the Association's legal counsel.
4. In the event of an emergency, or such other extraordinary circumstance, the Board, in its sole discretion, shall attempt to notify the offending co-owner, and nonco-owner occupant or guest, if applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint which, if not corrected immediately, will adversely affect the safety, appearance and/or operation of the Condominium, or jeopardize the health, safety or peaceful enjoyment of the Condominium by its residents.

#### **C. LEGAL PROCEDURE**

1. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the offending co-owner or nonco-owner occupant or guest, if applicable, which will include the following:
  - (a) A statement of the alleged violation;
  - (b) A demand for compliance within the period of time deemed appropriate by the Board of Directors, or its designated agent;

- (c) A statement that the offending co-owner will be responsible for reimbursing the Association for all the costs and attorney's fees incurred in seeking the co-owner's compliance with the Condominium Documents, including both pre-litigation and post-commencement of litigation costs and attorney's fees.
  - (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, eviction of a tenant, money damages, and/or any other remedies deemed appropriate, and charging the offending co-owner with the actual costs and attorney's fees incurred; and
  - (e) Such other statements as the Association shall so designate.
- 2. In the event of a default in the terms and provisions of the Condominium Documents by a co-owner and/or nonco-owner occupant or guest, the Association shall be entitled to recover the pre-litigation costs and attorney's fees incurred in obtaining their compliance with the terms and provisions of the Condominium Documents. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.
  - 3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending co-owner and nonco-owner occupant or guest, if applicable, seeking injunctive relief, money damages and/or any other remedies that the Association may deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to Article XX, Section 1(b) of the Bylaws.

### **III. FINE PROCEDURE**

#### **A. NOTICE OF VIOLATION**

- 1. Upon the violation of the Condominium Documents (Master Deed, Bylaws, Rules and Regulations, etc), monetary fines may be assessed upon written notice to the offending co-owner and providing the offending co-owner with an opportunity 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.

2. The written notice shall contain those statements as described above in Part II-B, Violation Procedure.

**B. HEARING**

1. The offending co-owner shall have the right to attend the hearing and offer evidence in defense of the alleged violation, in accordance with Section A above.
2. A co-owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.
3. The Association may produce witness(es) in regard to the alleged violation.
4. After all evidence is submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the co-owner in question, and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C of this **FINE PROCEDURE** set forth below.

**C. LEVYING AND ASSESMENT OF FINES**

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation, or one hundred (\$100.00) dollars for any subsequent violations.
2. The fines levied pursuant to the above provision shall be assessed against the co-owner and shall be due and payable together with regular Condominium assessment on the due date for the next installment of the annual assessment. Failure to pay the fine will subject the co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XX of the Bylaws.
3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Master Deed,

Bylaws, Rules and Regulations or any other Condominium Documents, including, without limitation, the right to institute a lawsuit.

#### **IV. SEVERABILITY**


In the event that any of the terms or provisions of these Rules and Regulations 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 or provisions of such Rules and Regulations or Condominium Documents or the remaining provisions of same if any terms or provisions are held to be partially invalid or unenforceable.

#### **V. REFERENCES TO GENDER OR NUMBER**

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

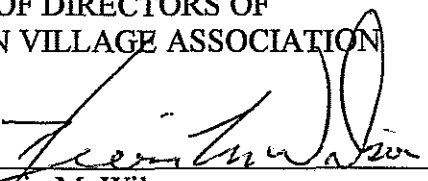
These Rules and Regulations have been adopted by the Board of Directors of Uptown Village Association on May 30, 2003.

BOARD OF DIRECTORS OF  
UPTOWN VILLAGE ASSOCIATION

By:   
Phillip W. McCafferty  
Its: President

ATTEST:

BOARD OF DIRECTORS OF  
UPTOWN VILLAGE ASSOCIATION

By:   
Kevin M. Wilson  
Its: Secretary

DRAFTED BY:  
Samuel K. Hodgdon, Esq.  
Uptown Village, Ltd.  
P.O Box 308  
New Hudson, MI 48165



**BYLAW INFRACTION REPORT CLAIM**

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1. Please describe the specific violation/complaint, as follows:

(a) Name of offending person, if known: \_\_\_\_\_

(b) Address of offending person, if known: \_\_\_\_\_  
\_\_\_\_\_

(c) Address where violation is occurring, if different than above: \_\_\_\_\_  
\_\_\_\_\_

(d) Description of violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Date(s) and time(s) of violation occurrences: \_\_\_\_\_  
\_\_\_\_\_

2. Have you discussed the violation with the offending person and/or co-owners?

\_\_\_\_\_ Yes      \_\_\_\_\_ No      If Yes, please recount details of the conversation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please state any other relevant comments or information you may have in regard to this matter: \_\_\_\_\_  
\_\_\_\_\_

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Your Signature: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your address: \_\_\_\_\_

\_\_\_\_\_

Unit No. \_\_\_\_\_

Phone Number(s) Home (\_\_\_\_) \_\_\_\_\_

Work (\_\_\_\_) \_\_\_\_\_

Mobile (\_\_\_\_) \_\_\_\_\_

Dated: \_\_\_\_\_, 2003

Please submit form to an UPTOWN VILLAGE ASSOCIATION Board member, or to the managing agent.

**THIS PORTION FOR ASSOCIATION USE ONLY**

Date Received: \_\_\_\_\_, 2003

Date violating co-owner was notified: \_\_\_\_\_, 2003

Action taken: (a) Hearing timely requested by co-owner: \_\_\_\_\_YES \_\_\_\_\_NO

(b) Compliance with Bylaw met: \_\_\_\_\_YES \_\_\_\_\_NO

(c) Date turned over to attorney for handling: \_\_\_\_\_, 2003

Dated: \_\_\_\_\_, 2003

\_\_\_\_\_  
Signature - Association Representative

\_\_\_\_\_  
(print name and capacity of signor)

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Peggy M. Haines - Washtenaw Co. DMA

## MASTER DEED

### UPTOWN VILLAGE

(Act 59 of Public Acts of 1978, as amended)

This Master Deed is made and executed this 22<sup>nd</sup> day of October, 2002, by **UPTOWN VILLAGE, LTD.**, a Michigan corporation, hereinafter referred to as "Developer" whose address is P.O. Box 308, New Hudson, MI 48165, in pursuance of the provisions of Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act".

#### WITNESSETH:

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

**NOW, THEREFORE**, the Developer does, upon the recording hereof, establish UPTOWN VILLAGE as a Condominium under the Act and declares UPTOWN VILLAGE (hereinafter referred to as "Condominium" or "Condominium Project") shall, after establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Master Deed, together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is hereby provided as follows:

## ARTICLE I

### TITLE AND NATURE

The Condominium shall be known as UPTOWN VILLAGE, Washtenaw County Condominium Subdivision Plan No. 403. The engineering and architectural plans for the Project were approved in accordance with the requirements of the City of Milan, Washtenaw County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the SE ¼ of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South ¼ corner of said section 26; thence N.01°24'53" W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

PART OF 19-19-26-400-004



## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Rules and Regulations of the UPTOWN VILLAGE ASSOCIATION, a Michigan non-profit corporation and deeds, mortgages, liens, land contracts,

easements and other instruments affecting the establishment of or transfer of interest in UPTOWN VILLAGE as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. "Association" means Uptown Village Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
3. "Board of Directors" or "Board" means the Board of Directors of Uptown Village Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
4. "Bylaws" means Exhibit "A" attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
5. "Condominium Unit" or "Unit" each mean a single Unit in UPTOWN VILLAGE as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.
7. "Condominium", "Condominium Project", "Project" or "Condominium Premises" means and includes the land described in Article II above as same may be amended from time to time to include the Area of Future Development as subsequently added to the Project in accordance with Article VIII below and all easement rights appurtenant belonging to UPTOWN VILLAGE as described above.
8. "Condominium Subdivision Plan" means Exhibit "B" hereto.

9. "Consolidating Master Deed" means the final Amended Master Deed which shall describe UPTOWN VILLAGE as a completed Condominium Project and shall reflect the entire land area in the Condominium Project. Such Consolidating Master Deed, if and when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.
10. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns, or has the right to purchase, any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.
11. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns one or more Units in the Condominium. The term "Owner" wherever used will be synonymous with the term "Co-owner".
12. "Developer" means UPTOWN VILLAGE, LTD., a Michigan corporation which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.
13. "First Annual Meeting" means the initial meeting at which nonDeveloper Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.
14. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings as provided in the Act.

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

## ARTICLE IV

### COMMON ELEMENTS

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

1. The General Common Elements are:
  - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
  - B. Electrical. The electrical transmission lines throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
  - C. Cable Television. The cable television system (if installed) throughout the Project up to the point of lateral connection for Unit service.
  - D. Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service.
  - E. Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
  - F. Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
  - G. Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
  - H. Storm Sewer System. The storm sewer swales and ditches, mains, if applicable, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with any detention area depicted as such on the Condominium Subdivision Plan.
  - I. Site Lighting. The site lighting, including all wiring fixtures, posts and meters throughout the Project up to the perimeter of any Unit.
  - J. Telecommunications. The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for Unit service.
  - K. Roadways. The collector roadways designated on Exhibit "B" which provide access to the Units.
  - L. Sidewalks. All sidewalks located within the right of way and all other sidewalks designated as General Common Elements on Exhibit "B" hereto.
  - M. Swimming Pool and Clubhouse. The swimming pool and clubhouse if and when they may be constructed.
  - N. Entry Boulevard Area. The entry boulevard area and all improvements therein as designated on Exhibit "B" hereto.

- O. Wetlands and Open Areas. Wetlands, ponds and open areas designated on Exhibit "B" hereto within the boundaries of the Project, together with all improvements within such open areas and/or ponds including, without limitation, the clock tower, tot lots and fountains, if any.
- P. Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

2. There are no Limited Common Elements within the Project.

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

A. Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the Co-owner of the Unit which is served thereby. Likewise, each Co-owner shall be responsible for the installation and maintenance of lawn and other landscaping materials within his Unit and in the yard area within the right of way. Each Co-owner shall also be responsible for snow removal for the sidewalk within the right of way.

B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly reoccurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements, including dwellings constructed within any Unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall require the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial



maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. Specific Obligations of the Association. The Association shall be solely responsible for the establishment of procedures for the protection of the open areas and the wetlands.

D. General Common Elements. The cost of maintenance, repair and replacement of all other General Common Elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary. In the event that the Association, at any time, fails to carry out the aforementioned responsibilities pertaining to any such areas, structures or facilities, the City of Milan shall have the right, but not the obligation, to serve written notice upon the Association setting forth the deficiencies in maintenance, repair or preservation, which notice shall also set forth a demand that deficiencies be cured within a reasonable time period. If the City shall determine that the maintenance, repairs and/or preservation has not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation, and the cost thereof, including the cost of notices by the City and reasonable legal fees incurred by the City, plus a reasonable administrative fee shall be paid by Developer and/or the Association; and the City may require such costs and expenses to be paid prior to the commencement of work; and if such costs and expenses have not been paid within sixty (60) days of a billing to Developer and/or to the Association, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the respective residential neighborhood component portion of the Property and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes.

4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

5. Roadways. The Uptown Village roadways are private streets. Therefore, the City of Milan is under no obligation to maintain or repair the roadways and sidewalks of Uptown Village, including, but not limited to brush pick up and summer, winter, curb and gutter maintenance.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of UPTOWN VILLAGE as surveyed by Mickalich and Associates, Inc. and attached hereto as Exhibit "B". Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each Unit in UPTOWN VILLAGE shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

## ARTICLE VI

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

#### 1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

- A. Consolidate Units; Relocate Unit Boundaries. To consolidate under single ownership two or more Units which are located adjacent to one another and to relocate the boundaries of Units. Such action shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the

sole discretion of the Developer, its successors or assigns and subject to prior approval of the City of Milan.

- B. Amendment to Effectuate Modifications. Any such amendment or amendments resulting from the exercise of the rights reserved to the Developer above shall identify the Units involved, and allocate, or reallocate, as the case may be, the percentage of value for the affected Units in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or exhibits hereto.

## 2. BY CO-OWNERS

One or more Co-owners may undertake consolidation of Units or relocation of boundaries. Co-owners of adjoining Units may, subject to the prior approval of the City of Milan, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of the boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

## ARTICLE VII

### CONVERTIBLE AREAS

1. Convertible Areas. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article VII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.
2. Reservation of Right to Convert Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements; provided, however, that the written consent of the City of Milan is first obtained for the converting of Convertible Areas. The changes could include (by way of illustration and not limitation), the deletion of Units from the Condominium and the substitution of General Common Elements therefor.
3. Residential Use Restriction. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to single family residential use and to such Common Elements as are compatible with single family residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities; provided, however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times.
4. Compatibility of Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities.
5. Consent of Interested Persons. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment to this Master Deed to effectuate the conversion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer and its successors and assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring an interest in the

Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. Amendments to Master Deed. All modifications to Units and Common Elements made pursuant to this Article VII shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed and preserving equal percentages of value for each Unit. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VII.

7. Consolidating Master Deed. In the event that certain, or all, of the Convertible Areas are converted by Developer pursuant to this Article VII, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

## ARTICLE VIII

### EXPANSION OF CONDOMINIUM

1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of UPTOWN VILLAGE, and consisting of 56 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 304 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Part of the SE ¼ of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at the South ¼ corner of said section 26; thence N. 01°25'45"W., 1989.81 feet along the North-South ¼ line; thence N.88°55'12"E., 1331.42 feet to the westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line 1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet; 2) S.40°13'25"E., 377.52 feet; 3) S.36°58'25"E., 57.21 feet; thence S. 71°34'54"W., 519.16 feet; thence S. 01°24'53"E., 79.26 feet; thence S. 70°58'00"E., 253.67 feet; thence S. 36°57'23" E., 184.93 feet; thence S. 01°24'53"E., 263.33 feet; thence S. 88°35'07" W., 125.27 feet; thence 709.37 feet along a curve to the right, radius

2224.00 feet, chord bearing S. 79°45'25"W., 706.37 feet; thence S. 01°24'53" E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S. 43°57'45" W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S. 89°53'21"W., 46.97 feet; thence S. 01° 24'53" W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, saidline also being the centerline of Arkona Road (66 foot wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restruictions of record.

(hereinafter referred to as "Area of Future Development").

2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the City of Milan. One hundred (100%) percent of all additional Units will be devoted to residential use.

3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for, the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium; provided however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times. Any such definitions and/or redefinitions of Common Elements shall be in accordance with the final site plan for Uptown Village as approved by the City.

5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

## **ARTICLE IX**

### **EASEMENTS**

#### **1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES**

There shall be easements to, through and over the land in the Condominium (including all Units and Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure or improvement located within a Unit (including, without limitation, any fencing installed by the Developer) encroaches upon another Unit or Common Element due to shifting, settling or moving of a structure, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction.

#### **2. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS**

Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, an easement for the unrestricted use of all roadways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Area of Future

Development. All expenses of maintenance, repair, replacement, and resurfacing of any road or walkway referred to in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development whose closest means of access to a public road is over such road or walkway. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development whose closest means of access to a public road is over such road or walkway.

### **3. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE PRIVATE ROADS**

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate any private roadways designated as General Common Elements to the public for purposes of creating public roads.

### **4. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS**

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

### **5. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES**

The Developer reserves for the benefit of itself, and its successors and assigns, such easements as may be necessary for access to a sales office on the Condominium Premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model Units and other facilities on the Premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project. The Developer shall pay all costs related to any Condominium Units or Common Elements while owned by the Developer and shall restore the facilities to habitable status upon termination of use in accordance with Section 45 of the Act.

### **6. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES**

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all



utility mains located in the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunication systems, and storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilities, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development which benefit from such utility mains; provided, however, that the forgoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent that such leads are located in the Condominium and by the owner or owners or an association of owners, as the case may be, of the Area of Future Development, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium Premises in order to preserve or to facilitate surface drainage in a portion or all of the Area of Future Development. The Developer, its successors and assigns shall bear all costs of such modifications. Any such modifications to the landscaping and/or grade in the Condominium Premises under the provision of this Paragraph shall not impair the surface drainage in this Condominium.

#### **7. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES**

Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. The Developer shall dedicate the General Common Element water and sanitary sewer infrastructure described in Article IV – 1F and Article IV – 1G, respectively to the City of Milan, or its designee, prior to the expiration of the Construction and Sales Period. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Washtenaw County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

#### **8. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR**

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other Common Elements, if any, located within any individual Condominium Unit.

#### **9. RECIPROCAL EASEMENTS FOR UTILIZATION OF ROADWAYS, WALKWAYS, WALKING PATHS, TRAILS (IF ANY), AND UTILITIES**

To the extent not referenced above in this Article, there shall exist reciprocal easements for the benefit of the Co-owners of this Condominium and for the benefit of the owner or owners of the Area of Future Development for utilization of the roadways, walkways, walking paths and trails, if any, and utility mains in the Area of Future Development, and in this Condominium, respectively.

#### **10. TELECOMMUNICATIONS AGREEMENTS**

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to the Transitional Control Date), and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-of-way agreements, access agreements, and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite disk, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

#### **11. PEDESTRIAN EASEMENT ON WALKING PATHS AND TRAILS, IF ANY.**

There may exist pedestrian easements on walking paths and trails, if any, which may burden and/or affect certain Condominium Units. No buildings or structures shall be placed, nor modifications made, within these easement areas. These easement areas shall be reserved for pedestrian traffic and shall be for the benefit of all Co-owners in the Condominium. The Association shall have the responsibility for maintaining, repairing and/or replacing these walking paths and trails to keep them in the condition as approved by the City in the Final Site Plan. There shall be easements for the installation, repair and maintenance of utility lines under these walking paths and trails as described in this Article.

#### **12. EASEMENT FOR EMERGENCY SERVICES**

There shall exist for the benefit of the City of Milan or any emergency service agency, an easement over all roads in the Condominium for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads or driveways to the public.

#### **13. EASEMENT FOR PUBLIC WATER SUPPLY AND SANITARY SEWER**

There shall exist for the benefit of the City of Milan and any governmental body to which its rights herein may be subsequently assigned, an easement over, under and across the Condominium Premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the City's water and sewer lines to existing lines. Without limitation of the foregoing, the City of Milan and any governmental body to which its rights herein may be subsequently assigned, shall have such easements for water and sewer lines, and other utilities, as are depicted on Exhibit "B".

#### **14. REPAIRS AND MAINTENANCE OF PRIVATE ROADS**

There shall be no public funds of the City of Milan used to build, repair or maintain the private roads located upon the Condominium Premises; however, in the event that necessary repairs and maintenance of any such private roads are not made, the City Board, may, pursuant to the terms and provisions of its ordinances, cause such roads to be brought up to established Washtenaw County Road Commission standards for public roads and may assess the Condominium Association and its membership of Co-owners for the improvements required to be made, together with the costs of administration of the work to bring about the improvements, such administrative fee being, at the time of the making of this Master Deed, twenty-five (25%) percent of the total cost of improvements.

## **15. UNOBSTRUCTED INGRESS AND EGRESS**

No Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the roads located upon the Condominium Premises. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit or the Area of Future Development and having a need to use the road.

## **16. EASEMENTS FOR INGRESS AND EGRESS (REAR PRIVATE LANES)**

Each Unit is subject to a private easement for ingress, egress and utilities (rear private lanes, or alleys) as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). The Association shall be responsible for the maintenance, repair, and replacement of the paved portion of the rear private lanes. The Association, acting through its Board of Directors, may promulgate such rules and regulations regarding the use of these rear private lanes as may be reasonable and necessary for the administration and use thereof by the Co-owners. Normal ingress and egress and use of these rear private lanes shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit; provided, however, no Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the rear private lanes.

## **17. EASEMENTS DEPICTED ON EXHIBIT "B"**

To the extent not referenced above in this Article, the Condominium Project and the individual Units therein are benefited and burdened by those easements as are depicted on and described in the Condominium Subdivision Plan (Exhibit "B" hereto).

## **18. POWER OF ATTORNEY**

All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed to have appointed the Developer, its successors and assigns, as attorney-in-fact to exercise the rights reserved in this Article to grant easements and dedicate utilities and roadways. Such exercise by the Developer of the rights reserved in this Article may be exercised without the consent of any Co-owner, mortgagee, or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such exercise by the Developer of the rights reserved in this Article to grant easements and dedicate utilities and roadways. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association acting through its Board of Directors.

## **19. CALCULATION OF PRORATION OF EXPENSES**

For purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses, according to the number of Units in this Condominium and the number of other dwelling Units referenced in this Article IX, shall include only those Units for which a certificate of occupancy has been issued by the City of Milan.

## **ARTICLE X**

### **RESERVATION OF RIGHT TO USE FACILITIES**

The Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Premises of the Condominium as it deems necessary to facilitate the development and sale of the Project. The Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the individual Condominium Units.

## **ARTICLE XI**

### **IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS**

No Co-owner shall do anything which would change the exterior appearance of a dwelling or any other portion of the Condominium Project (including, without limitation, changing the exterior color of the residence and/or appurtenant improvements) except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes. Any such proposed alteration or change shall receive City approval as required and shall be completed in accordance with the applicable City zoning ordinance.
- B. The Board of Directors shall then appoint an Architectural Control Committee for purposes of reviewing the proposal. The members of said Committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such Committee.
- C. The Committee may seek opinions from the Co-owners and shall, within a reasonable time prescribed by the Directors, render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.

- E. In the event that such application for changes is approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense; that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense; that the improvements will be completed by a date to be determined and established by the Board of Directors and that the improvements shall comply with all local and/or national building codes, as applicable.
- F. During the Construction and Sales Period, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this Article. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit or improvement constructed within a Condominium Unit through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

## **ARTICLE XII**

### **CONDEMNATION**

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project, unless at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium Project;
- B. Change the pro-rata interest or obligations of any Condominium Unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements of the Condominium Project shall not be deemed a transfer within the meaning of this clause.

- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for purposes other than the repair, replacement or reconstruction of such improvements.

## ARTICLE XIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of all Co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record, allocating one vote for each mortgage held. The rights of mortgagees and the procedure for mortgagee approval shall be governed by Sections 90 and 90a of the Act.
3. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not, in the Developer's discretion, materially affect any rights of any Co-owner or mortgagee in the Project. The Developer may make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.
4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent except as provided in this Master Deed or Bylaws.
5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.

6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains any further possibility of construction of residential dwellings on the land described in Article II hereof.
7. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.
8. Procedure for Amendment. A change in the Condominium Project shall be reflected by an amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act. The following procedure shall apply to any amendment to the Condominium Documents:
  - (a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments, except as provided above in this Master Deed, not less than ten (10) days before the amendment is recorded.
  - (b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.
  - (c) Nothing contained in this Article shall be deemed to abridge in any way the Developer's right to convert portions of the Convertible Area or to expand the size of this Condominium pursuant to Articles VII and VIII hereof, respectively. Such amendments may be made unilaterally by the Developer without the consent of any Co-owner in the Developer's sole discretion.
  - (d) An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.
  - (e) A copy of the recorded amendment shall be delivered to each Co-owner of the Project.



ARTICLE XIV

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing and including the power to prepare and record a Consolidating Master Deed for the Condominium, may be assigned by it to any other entity or to the Association. Any such assignment shall be by appropriate instrument in writing and duly recorded in the office of the Washtenaw County Register of Deeds.

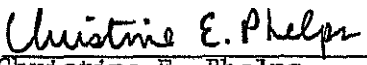
UPTOWN VILLAGE, LTD.,  
a Michigan corporation

By:   
Phillip W. McCafferty  
Its: President

STATE OF MICHIGAN }  
COUNTY OF OAKLAND }

On this 22<sup>nd</sup> day of October, 2002, the foregoing Master Deed was acknowledged before me by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS  
NOTARY PUBLIC LIVINGSTON CO., MI  
MY COMMISSION EXPIRES: 1/27/07

  
Christine E. Phelps, Notary Public  
Livingston County, State of Michigan  
My commission expires: 1/27/07  
Acting in Oakland County

MASTER DEED DRAFTED BY:  
UPTOWN VILLAGE, LTD.  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
WHEN RECORDED, RETURN TO DRAFTER

# UPTOWN VILLAGE

## EXHIBIT "A"

### BYLAWS

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#### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

Uptown Village, a residential Condominium located in the City of Milan, County of Washtenaw, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

CHANGE

#### ARTICLE II

#### ASSESSMENTS

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

Section 1. Assessments For Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

- (a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand Five Hundred (\$1,500.00) Dollars, in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment

or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,500.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment Of Assessments; Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements, if any, appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, or in such other periodic installments as the Board of Directors shall determine, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$25.00 per month or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear

interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver Of Use Or Abandonment Of Unit; Uncompleted Repair Work. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the

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

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability Of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility For Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the City of Milan, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

Section 8. Property Taxes And Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Water And Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium.

Section 10. Personal Property Tax Assessment Of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

## ARTICLE III

### ARBITRATION/DEVELOPER CIVIL ACTIONS

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

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

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

Section 4. Co-owner Approval For Civil Actions Against Developer And First Board Of Directors. In order to insure that such action has the support of the majority of the Co-owners, any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

## ARTICLE IV

### INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all-risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion but in no event less than One Million Dollars per occurrence), officers and directors liability insurance, and workers' compensation insurance, if applicable, together with any other insurance the Association may deem applicable, desirable or necessary and pertinent to



the ownership, use and maintenance of the General Common Elements and the rear private lanes and such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his own Unit, including any improvements therein.
- (b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or representatives in light of commonly employed methods for the reasonable determination of replacement costs.
- (c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Co-owners. Each Co-owner shall be responsible for obtaining all-risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of a Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever, except for the rear private lanes. Each Co-owner shall also be obligated to obtain insurance coverage for the Co-owner's personal liability for occurrences within the perimeter of the Co-owner's Unit (naming the Association and the Developer as additional insureds) and also for any other personal insurance coverage that the Co-owner wishes to carry.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Co-owner.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the estimated or actual cost of repair. This provision shall not be construed to require replacement of trees and vegetation with equivalent trees or vegetation.

Section 2. Timely Reconstruction and Repair. If the damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with repair or replacement of the damaged areas without delay.

Section 3. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all maintenance, repair and replacement required within such Co-owner's Unit. If damage to the residence or other improvements constructed on a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed with repair or replacement of the damaged property without delay. This Section shall also be applicable in the event of damage during the course of construction of improvements on a Unit. All such reconstruction or repairs shall be subject to approval by the Architectural Control Committee as set forth in Article XI of the Master Deed.

Section 4. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (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 Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

Section 5. Notification of FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000. The Association shall provide such other reasonable notice as may be required, from time to time by other institutional holders of mortgages upon Units.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## 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 residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. 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 cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 3. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in 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. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the yard areas of Condominium Units nor the Common Elements shall be used in any way for the drying, shaking or airing of clothing or other fabrics. 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 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. Motorcycles shall not be permitted on the Condominium Premises. 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 unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Parking in rear private lanes is prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part of the Association to the owners or users of any such improperly parked vehicles.

Section 5. Pets. No Co-owner shall maintain any animal, including household pets, in the Condominium except in compliance with the applicable ordinances of the City of Milan and except in compliance with the following provisions. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No 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 animal shall be left tied to the exterior of any residence in a Condominium Unit or any appurtenance thereto. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Dog runs may be permitted to be installed in accordance with the provisions of Article VII, Section 17 of these Bylaws. No savage or dangerous animal shall be kept and any Co-owner who causes any such animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as the result of such an animal on the premises; and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose barking can be heard on a frequent or continuous basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animals from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such a violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged such as small birds, or fish.

Section 6. 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 without written permission from the Association and, during the Construction and Sales Period, from the Developer. Violations of this Section shall be specifically subject to the removal and abatement remedies set forth in Article XX, Section 1(c) below.

Section 7. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and

desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of the Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. After the Transitional Control Date, any such rules and regulations may be rescinded by the Board or upon the affirmative vote of fifty one (51%) of all Co-owners.

Section 8. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, rear private lanes, and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 9. Co-owner Maintenance. Each Co-owner shall maintain his Unit and all improvements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in 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 full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 10. Maintenance Obligations of the Association. The Association shall be responsible for the protection and the maintenance of the woodland areas within the Condominium, if any, the wetland areas within the Condominium, together with all common walkways and trails, if any, all in accordance with the requirements of the applicable ordinances of the City of Milan.

Section 11. Notification of Sale of Condominium Unit. It shall be the responsibility of the selling Co-owner to notify the Association of the sale of the Co-owner's Condominium Unit and to provide the purchaser with a set of the Condominium Documents. The Association shall provide a copy of the Condominium Documents to any Co-owner, mortgagee and prospective purchaser upon request and upon the payment of such reasonable copying and administrative costs as the Association may impose.

Section 12. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in the Condominium Documents and/or rules and regulations

promulgated by the Board of Directors of the Association under Article VI, Section 7 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Developer.

- (a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI or in Article VII below shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, and may continue to do so during the entire Construction and Sales Period, or for so long as Developer continues to construct or proposes to construct additional residential structures or owns or holds an option or other enforceable interest in land for residential development within one mile of the Condominium Premises. Developer shall restore the areas so utilized to habitable status upon termination of use.
- (b) Enforcement of Bylaws. 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 Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section 13(b) shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.



## ARTICLE VII

### BUILDING AND USE RESTRICTIONS

Section 1. Land and Building and Use Restrictions. Except as may be permitted by the appropriate officials of the City of Milan, all setback requirements shall be pursuant to the Building Code and Zoning Codes for the City of Milan.

Section 2. Dwelling Unit Size. Residences constructed within Units shall have a minimum square footage of 1,200 square feet.

Section 3. Establishment of Grade. The grade of any Unit in the Condominium shall not be changed from the approved grading plan, except with the consent of the Developer.

- (a) It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer. Each Co-owner covenants that he will not change the surface grade of his Unit in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and shall collect such costs in the manner provided in Article II hereof.
- (b) It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with the Utility Plan prepared by Mickalich and Associates, Inc. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be collected in the manner provided in Article II hereof.

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's approved landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been)

substantially completed. Landscaping installed by the Co-owner shall specifically include two 2 ½ caliper trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be either Red Oak, Crimson King, Shademaster, Honey Locust, Marshall's Seedless Ash, Greenspire Linden, or similar deciduous trees as approved by the Developer. In addition, the Co-owner shall install four 2' – 4' Evergreen trees at the rear of the Unit as set forth in the Developer's landscaping plan. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

Section 5. Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. At all other times, trash receptacles shall be maintained in the garages of the respective dwellings.

Section 6. Exterior Lighting. Garages shall be constructed with one (1) exterior lighting fixture operated by a photo-electric cell. Each Co-owner shall be responsible for the maintenance of such exterior lighting fixture.

Section 7. Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas shall be subject to the approval of the Architectural Control Committee prior to installation. A plan designating the size and location of same shall be submitted for approval.

Section 8. Temporary Structures. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

Section 9. Livestock and Poultry. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets. Such permitted household pets shall be maintained in compliance with Article VI, Section 5 of these Bylaws.

Section 10. Intersection Sight Distance. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Unit within a triangular area formed by the street lines and a connection line having a point twenty-five (25') feet from the intersection of such street lines which shall have a height that is more than two (2') feet; provided,

however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area.

Section 11. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall be provided by the Developer at a cost to the Co-owner of approximately Two Hundred (\$200.00) Dollars. No other mailboxes shall be permitted.

Section 12. Driveways. All driveways shall be paved with concrete or pavers (as determined by the Architectural Control Committee) and shall be completed within ninety (90) days after issuance of the certificate of occupancy for the residence on the Unit or, in the event of inclement weather, as soon thereafter as weather permits. The Architectural Control Committee, in its discretion, may approve alternative paving materials for the driveways.

Section 13. Swimming Pools. Inground pools and hot tubs may be installed if permitted by the City and the Architectural Control Committee. Any Co-owner intending to construct an inground pool or hot tub shall submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal. Any approved inground pool or hot tub shall be maintained by the Co-owner in a safe and clean condition and shall also be maintained in an appearance consistent with the standards of the Condominium. No above ground or freestanding swimming pools shall be permitted.

Section 14. Underground Utilities. All utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 15. Basketball Hoops. Basketball hoops are permitted on the garage or on the interior driveway side at the rear of the home.

Section 16. Tree Preservation. No Co-owner shall cut down or trim any tree located on the General Common Elements. Co-owners shall also comply with all applicable ordinances of the City of Milan including any woodlands regulations.

Section 17. Fences and Dog Runs. No fences shall be constructed on any Unit other than those approved by the Architectural Control Committee and in accordance with the approved fencing plan and as part of a landscaping plan. Fences shall be permitted around any inground swimming pool in accordance with the applicable ordinances of the City of Milan and subject to the prior written approval of the Architectural Control Committee. All fencing shall consist of green ornamental aluminum in the rear/side yards or white, composite polyurethane material in the front yard. No fence shall be placed within three (3') feet of the curb at the rear

private lane. All fencing shall otherwise comply with the approved fencing plan and, during the Construction and Sales Period, shall be subject to the approval of the Developer. Dog runs for permitted animals must be an integral part of the residence and shall be subject to the approval of the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening.

Section 18. Wetlands. Areas depicted as Wetlands on the Condominium Subdivision Plan shall not be disturbed without the prior approval of the City of Milan and the Michigan Department of Natural Resources, as the case may be. The Association shall maintain the wetlands in accordance with all applicable requirements of the City and the Department of Natural Resources. Co-owners are prohibited from clearing, trimming, grubbing and tree removal in the areas designated as Wetlands.

Section 19. Patios. Patios and patio walls shall be permissible; however, same shall be subject to the approval of the Architectural Control Committee.

Section 20. Decks. Decks on any Unit shall conform to the material specifications and the layout of the approved deck plan for the particular Unit type. Any variation to the approved deck plan shall be subject to the approval of the Architectural Control Committee and, during the Construction and Sales Period, of the Developer. All decks in the Condominium shall be painted white.

## ARTICLE VIII

### 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, 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 Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

## ARTICLE IX

### VOTING

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article XII, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one (1) vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent 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 provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee

ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners.

## ARTICLE X

### 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 Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) 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 (50%) percent in number of the Units that may be created in the Condominium have been conveyed 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 nonDeveloper Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, 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 June 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 (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. 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. The President shall also call a

special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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 purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 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 inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 above for the giving of notice of meetings of members. Such solicitation 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 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 of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee

ballot, 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 Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE XI**

### **ADVISORY COMMITTEE**

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

## **ARTICLE XII**

### **BOARD OF DIRECTORS**

Section 1. Qualifications Of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election Of Directors.

- (a) First Board Of Directors. The first Board of Directors shall be comprised of one (1) person and such 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 nonDeveloper Co-owners to the Board. Immediately



prior to the appointment of the first nonDeveloper Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for nonDeveloper Co-owner directors shall be held as provided in subsections (b) and (c) below.

- (b) Appointment Of NonDeveloper Co-owners To Board Prior To First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the three (3) directors shall be elected by nonDeveloper Co-owners. When the required number of conveyances have been reached, the Developer shall notify the nonDeveloper Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer 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 Section 7 of this Article or he resigns or becomes incapacitated.
- (c) Election Of Directors At And After First Annual Meeting.
  - (i) Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to nonDeveloper Co-owner of seventy-five (75%) percent of the Units that may be created, the nonDeveloper Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
  - (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, the nonDeveloper 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 (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
  - (iii) If the calculation of the percentage of members of the Board of Directors that the nonDeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of

the Board of Directors multiplied by the percentage of Units held by the nonDeveloper Co-owners under subsection (b) results in a right of nonDeveloper 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 nonDeveloper 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 sub-section (i).

- (iv) At the First Annual Meeting, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) 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 X, Section 3 hereof.

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

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

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.

- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium as provided in the Master Deed.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than seventy-five (75%) percent of all of the Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 7 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) 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 by the Condominium Documents required to be performed by the Board.
- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is 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 or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (l) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, a Co-owner or resident or a person or company affiliated with a Co-owner or resident) at a 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall 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, under these Bylaws, to designate. Vacancies among nonDeveloper Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by nonDeveloper 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 (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the nonDeveloper Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the nonDeveloper Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the 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 Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or facsimile transmittal, at least five (5) 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 upon three (3) days' notice to each director, given personally, by mail, telephone or facsimile transmittal, 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 meeting 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 at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons 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. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 14. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XIII

### 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, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person.

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. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's 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 do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

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

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.

Section 8. 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 XIV

##### 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, the words "corporate seal" and "Michigan".

#### ARTICLE XV

##### 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 nonprivileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The 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 banks or savings associations 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 XVI

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

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

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

## ARTICLE XVII

### AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the 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 Bylaws.



Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held. The rights of mortgagees and the procedures for mortgagee approval shall be governed by Sections 90 and 90a of the Act. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not, in the Developer's discretion, materially alter or change the rights of a Co-owner or mortgagee.

Section 5. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XVIII

### COMPLIANCE

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

## ARTICLE XIX

### DEFINITIONS

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

## ARTICLE XX

### REMEDIES FOR DEFAULT

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

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney'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.
- (c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

- (d) Assessment Of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 7 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver Of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

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

Section 4. 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 XXI**

### **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 consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by

Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and 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 or contract 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 XXII**

### **SEVERABILITY**

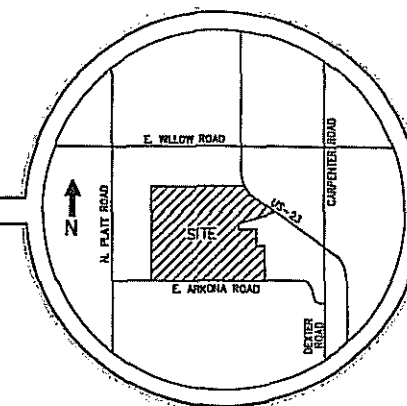
In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

**WASHTENAW COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 403**

**EXHIBIT "B" TO MASTER DEED OF  
UPTOWN VILLAGE**

**PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN**

ATTENTION COUNTY REGISTER OF DEEDS  
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE  
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER. THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYOR'S CERTIFICATE.



**LEGAL DESCRIPTION**

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South 1/4 corner of said section 26; thence N.01°24'53"W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; Thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

**PROPOSED FUTURE DEVELOPMENT**

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 1989.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line  
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;  
2) S.40°13'25"E., 377.52 feet;  
3) S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S.43°57'45"W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S.89°53'21"W., 46.97 feet; thence S.01°24'53"W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, said line also being the centerline of Arkona Road (66 feet wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

**PROPRIETOR**

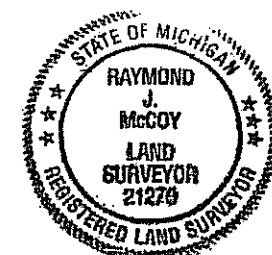
UPTOWN VILLAGE, LTD  
P.O. BOX 508  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

**SHEET INDEX**

- |   |                 |
|---|-----------------|
| 1 | TITLE SHEET     |
| 2 | SURVEY PLAN     |
| 3 | SITE PLAN       |
| 4 | CURVE DATA      |
| 5 | UTILITY PLAN    |
| 6 | UTILITY PLAN    |
| 7 | COORDINATE PLAN |

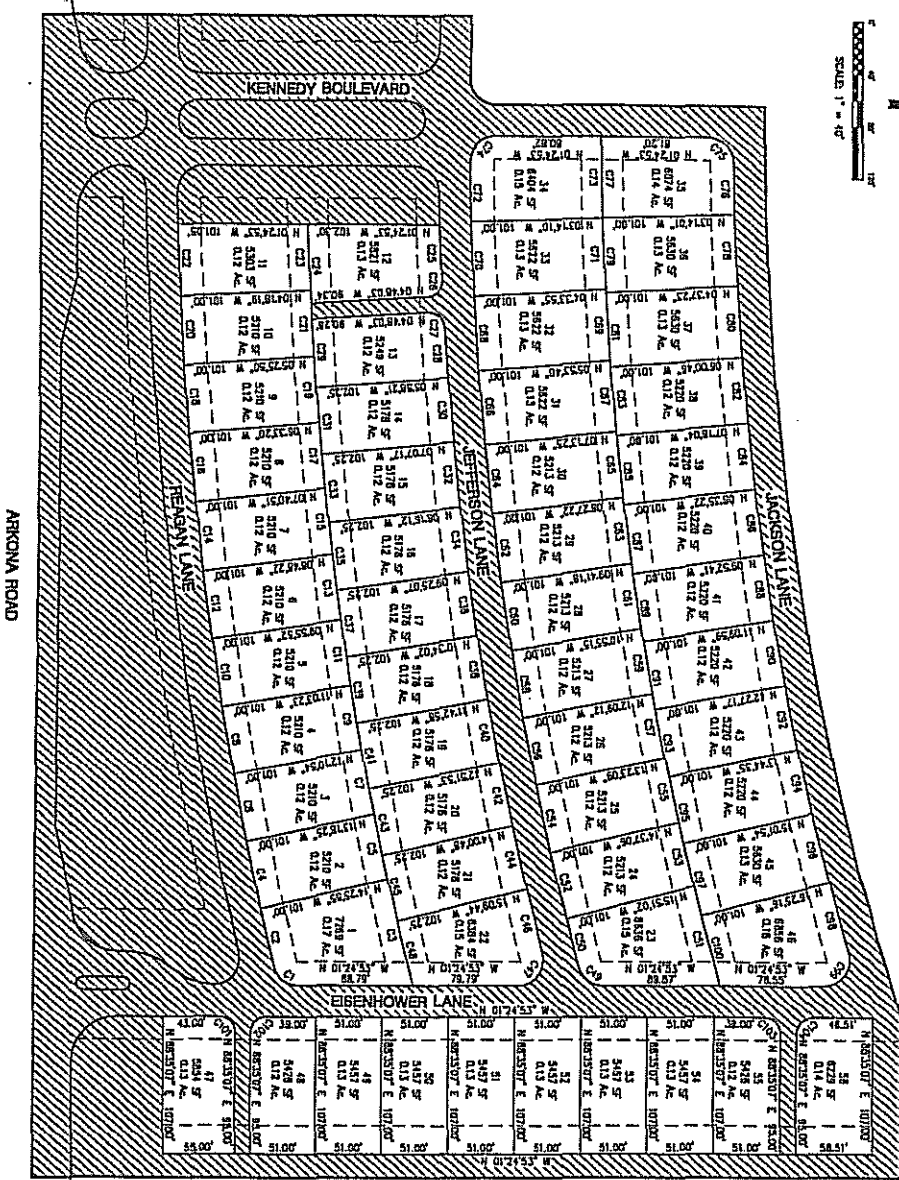
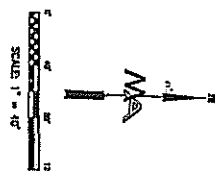
**ENGINEER**

MICKALICH and ASSOCIATES, INC.  
2359 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 852-1900



*Raymond J. McCoy*  
RAYMOND J. MCCOY  
R.L.S. No. 21270

PROPOSED DATED: OCTOBER 14, 2002

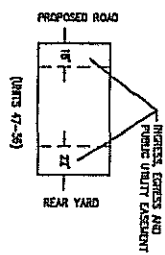
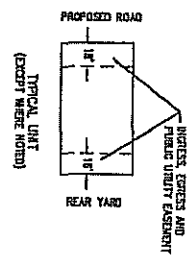


AROMA ROAD

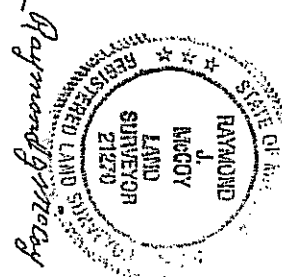
**LEGEND**

UNIT OF OWNERSHIP

GENERAL COMMON ELEMENT



NOTE:  
ADDITIONAL EASEMENTS REQUIRED FOR  
STREET LIGHTS AND SEE TOWNSHIP  
FOR STREET LIGHTS AND SEE TOWNSHIP  
FOR STREET LIGHTS



PROPOSED DATE: OCTOBER 14, 2021

**MICKALICH AND ASSOCIATES, INC.**  
2001 Long Island City  
Avenue, Suite 200  
Long Island City, NY 11101  
Phone: (718) 462-8800  
www.mickalich.com

**UPTOWN VILLAGE**

**SITE PLAN**

**UPTOWN VILLAGE LTD**

**08/12**

**3**



CHRG	LENGTH	CRDIN	HEADING	CL LENGTH	DELTA
C1	32.00	28.54	S 48.5 E 1/4 W	2.64	7670.04
C2	38.17	45.04	S 75.0 E 1/4 W	44.04	4075.50
C3	32.00	47.70	S 74.3 E 1/4 W	44.20	4052.21
C4	35.07	32.58	S 78.0 E 3/4 W	53.58	4072.31
C5	32.00	30.55	S 78.0 E 3/4 W	53.58	4072.31
C6	33.07	32.58	S 77.3 E 1/4 W	52.58	4072.31
C7	32.00	32.58	S 78.3 E 1/4 W	52.58	4072.31
C8	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C9	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C10	32.00	32.58	S 78.3 E 1/4 W	52.58	4072.31
C11	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C12	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C13	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C14	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C15	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C16	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C17	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C18	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C19	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C20	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C21	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C22	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C23	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C24	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C25	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C26	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C27	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C28	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C29	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C30	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C31	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C32	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C33	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C34	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C35	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C36	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C37	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C38	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C39	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C40	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C41	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C42	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C43	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C44	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C45	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C46	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C47	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C48	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C49	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C50	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C51	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C52	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C53	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C54	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C55	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C56	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31
C57	35.07	32.58	S 78.3 E 1/4 W	52.58	4072.31</

CHIRE	LENTH	CHORD	RESPAN	DELTA
C16	2144.00	49.60	5.80E+02	44.60
C17	2146.25	51.65	5.80E+02	46.60
C18	2148.50	53.70	5.80E+02	48.60
C19	2150.75	55.75	5.80E+02	50.60
C20	2153.00	57.80	5.80E+02	52.60
C21	2155.25	59.85	5.80E+02	54.60
C22	2157.50	61.90	5.80E+02	56.60
C23	2159.75	63.95	5.80E+02	58.60
C24	2162.00	66.00	5.80E+02	60.60
C25	2164.25	68.05	5.80E+02	62.60
C26	2166.50	70.10	5.80E+02	64.60
C27	2168.75	72.15	5.80E+02	66.60
C28	2171.00	74.20	5.80E+02	68.60
C29	2173.25	76.25	5.80E+02	70.60
C30	2175.50	78.30	5.80E+02	72.60
C31	2177.75	80.35	5.80E+02	74.60
C32	2180.00	82.40	5.80E+02	76.60
C33	2182.25	84.45	5.80E+02	78.60
C34	2184.50	86.50	5.80E+02	80.60
C35	2186.75	88.55	5.80E+02	82.60
C36	2189.00	90.60	5.80E+02	84.60
C37	2191.25	92.65	5.80E+02	86.60
C38	2193.50	94.70	5.80E+02	88.60
C39	2195.75	96.75	5.80E+02	90.60
C40	2198.00	98.80	5.80E+02	92.60
C41	2200.25	100.85	5.80E+02	94.60
C42	2202.50	102.90	5.80E+02	96.60
C43	2204.75	104.95	5.80E+02	98.60
C44	2207.00	107.00	5.80E+02	100.60
C45	2209.25	109.05	5.80E+02	102.60
C46	2211.50	111.10	5.80E+02	104.60
C47	2213.75	113.15	5.80E+02	106.60
C48	2216.00	115.20	5.80E+02	108.60
C49	2218.25	117.25	5.80E+02	110.60
C50	2220.50	119.30	5.80E+02	112.60
C51	2222.75	121.35	5.80E+02	114.60
C52	2225.00	123.40	5.80E+02	116.60
C53	2227.25	125.45	5.80E+02	118.60
C54	2229.50	127.50	5.80E+02	120.60
C55	2231.75	129.55	5.80E+02	122.60
C56	2234.00	131.60	5.80E+02	124.60
C57	2236.25	133.65	5.80E+02	126.60
C58	2238.50	135.70	5.80E+02	128.60
C59	2240.75	137.75	5.80E+02	130.60
C60	2243.00	139.80	5.80E+02	132.60
C61	2245.25	141.85	5.80E+02	134.60
C62	2247.50	143.90	5.80E+02	136.60
C63	2249.75	145.95	5.80E+02	138.60
C64	2252.00	148.00	5.80E+02	140.60
C65	2254.25	150.05	5.80E+02	142.60
C66	2256.50	152.10	5.80E+02	144.60
C67	2258.75	154.15	5.80E+02	146.60
C68	2261.00	156.20	5.80E+02	148.60
C69	2263.25	158.25	5.80E+02	150.60
C70	2265.50	160.30	5.80E+02	152.60
C71	2267.75	162.35	5.80E+02	154.60
C72	2270.00	164.40	5.80E+02	156.60
C73	2272.25	166.45	5.80E+02	158.60
C74	2274.50	168.50	5.80E+02	160.60
C75	2276.75	170.55	5.80E+02	162.60
C76	2279.00	172.60	5.80E+02	164.60
C77	2281.25	174.65	5.80E+02	166.60
C78	2283.50	176.70	5.80E+02	168.60
C79	2285.75	178.75	5.80E+02	170.60
C80	2288.00	180.80	5.80E+02	172.60
C81	2290.25	182.85	5.80E+02	174.60
C82	2292.50	184.90	5.80E+02	176.60
C83	2294.75	186.95	5.80E+02	178.60
C84				
C85				
C86				
C87				
C88				
C89				
C90	2240.00	58.45	5.80E+03	58.45
C91	2240.00	58.45	5.80E+03	58.45
C92	2240.00	58.45	5.80E+03	58.45
C93	2240.00	58.45	5.80E+03	58.45
C94	2240.00	58.45	5.80E+03	58.45
C95	2240.00	58.45	5.80E+03	58.45
C96	2240.00	58.45	5.80E+03	58.45
C97	2240.00	58.45	5.80E+03	58.45
C98	2240.00	58.45	5.80E+03	58.45
C99	2240.00	58.45	5.80E+03	58.45
C100	2240.00	58.45	5.80E+03	58.45

Code	Area	Count	Mean	Stdev	Min	Max
C01	23.00	15.48	N 8.063.57	W 4.48	0	17.18
C02	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C03	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C04	23.00	16.07	N 8.471.31	W 4.67	0	17.18
C05	20.00	11.16	N 4.471.31	W 2.48	0	16.51
C06	20.00	11.16	N 4.471.31	W 2.48	0	16.51
C07	20.00	11.16	N 4.471.31	W 2.48	0	16.51
C08	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C09	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C10	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C11	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C12	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C13	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C14	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C15	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C16	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C17	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C18	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C19	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C20	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C21	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C22	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C23	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C24	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C25	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C26	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C27	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C28	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C29	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C30	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C31	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C32	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C33	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C34	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C35	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C36	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C37	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C38	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C39	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C40	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C41	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C42	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C43	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C44	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C45	23.00	15.82	N 8.211.50	W 4.52	0	17.18
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C47	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C48	23.00	15.82	N 8.211.50	W 4.52	0	17.18
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C53	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C54	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C55	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C56	23.00	15.82	N 8.211.50	W 4.52	0	17.18
C57	23.00	15.82	N 8.211.50	W 4.52	0	17.18
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Raymond J. McCoy

PROPOSED DATED OCTOBER 14, 2007

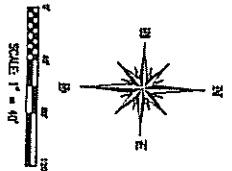
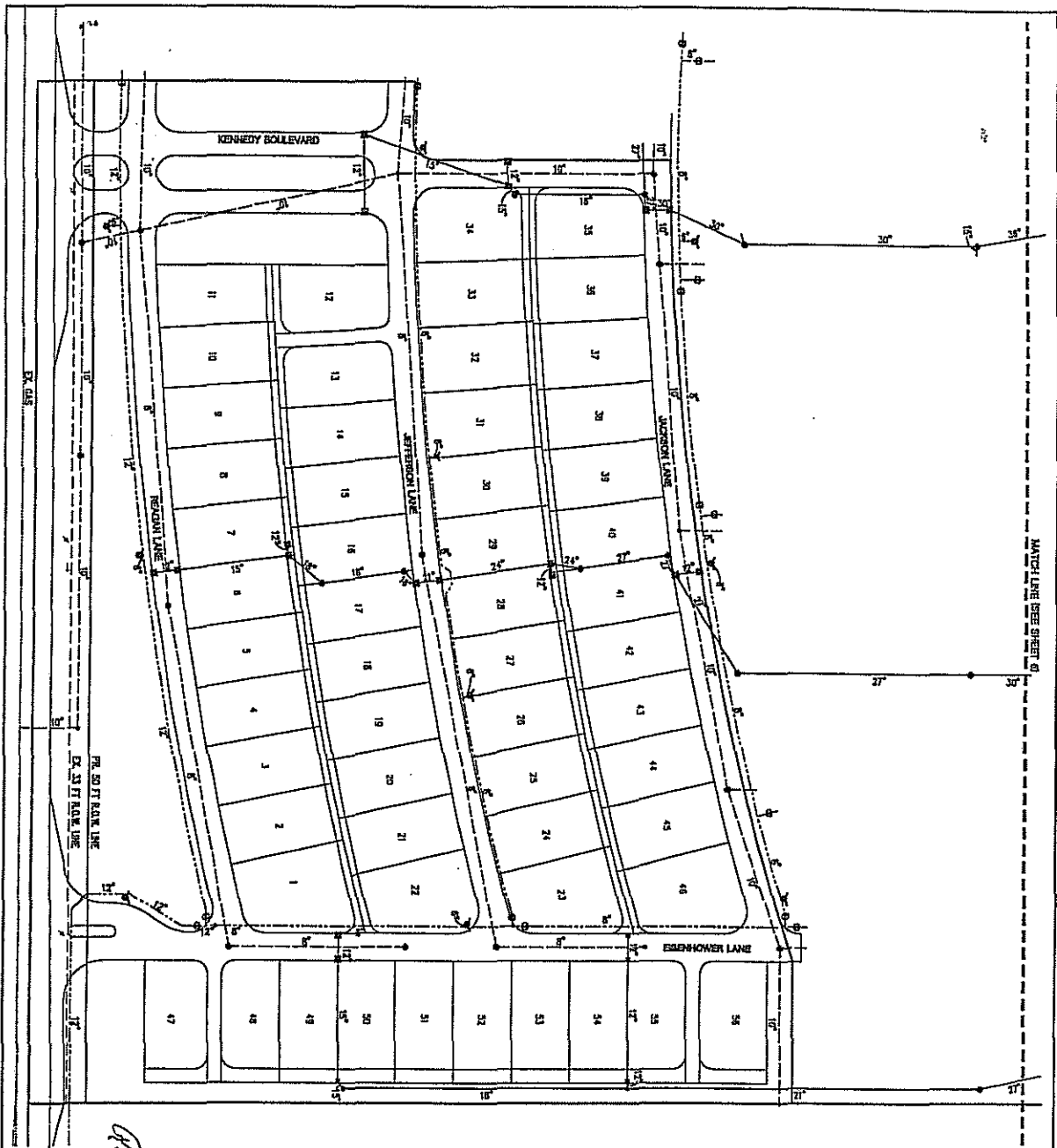
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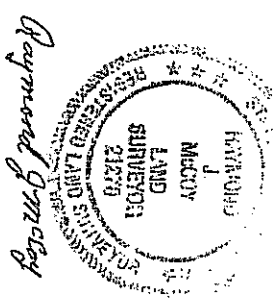


**LEGEND:**

- PR. WATER
- PR. SEWER
- PR. SANITARY SEWER
- PR. WASTE
- PR. CATCH BASIN/LET
- PR. HYDRANT
- PR. GATE VALVE

**NOTES:**

1. ALL LOTS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY APPROPRIATION SETBACK FROM LOT TO BE MAINTAINED.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN IS SHOWN MUST BE TIGHT.
4. SANITARY SEWER SERVICE LINES AND WATER SERVICE LINES WILL BE SHOWN ON AS-BUILT DRAWING.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWING.



PROPOSED DATE: OCTOBER 14, 1991

© 2002

<p><b>PROJECT TITLE:</b> UPTOWN VILLAGE</p>	
<p><b>UTILITY PLAN</b></p>	
<p><b>CLIENT:</b> UPTOWN VILLAGE, LTD</p>	
<p><b>DATE:</b> 01012</p>	
<p><b>5</b></p>	

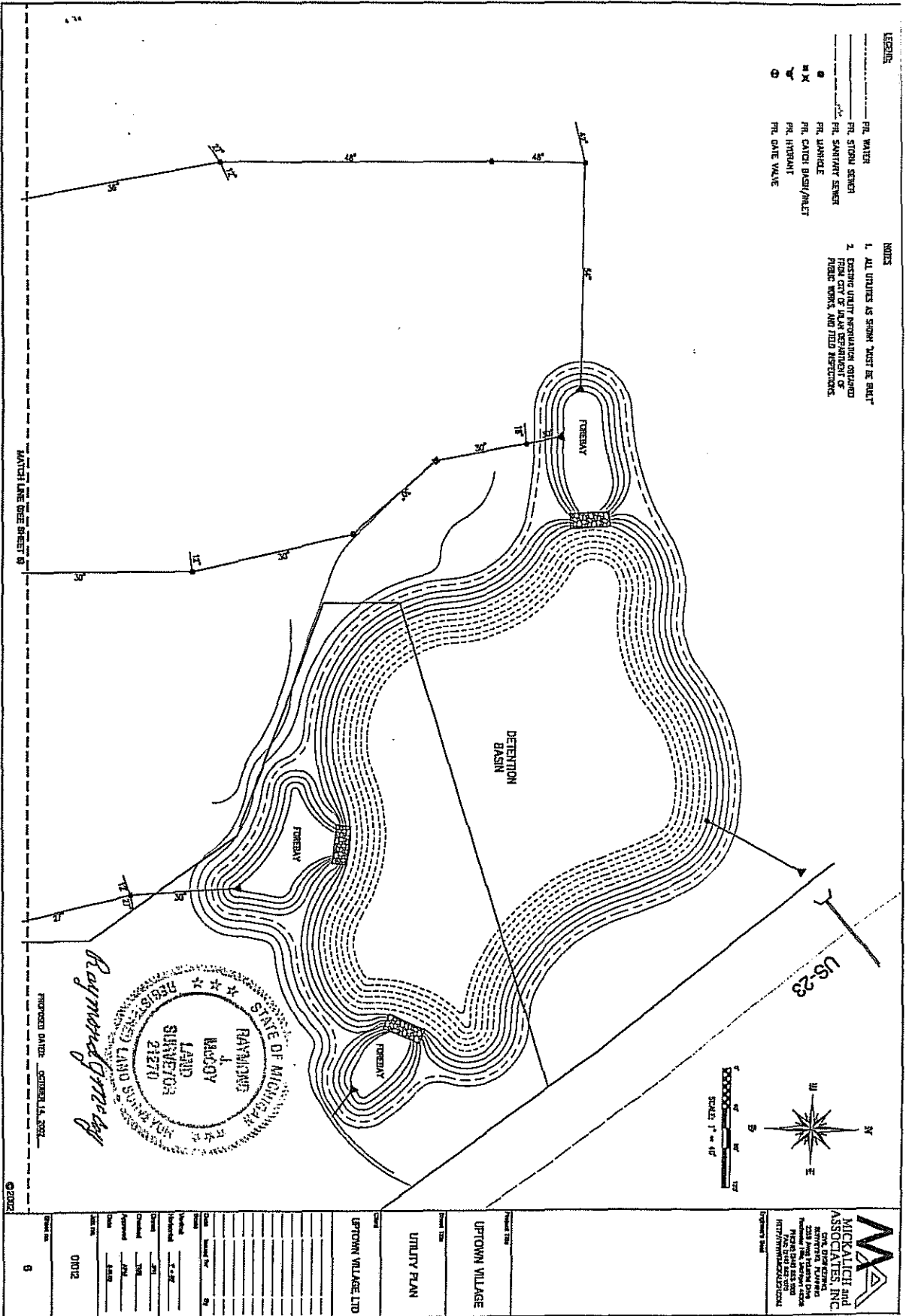
**W.A. MICKALICH and ASSOCIATES, INC.**  
 ONE CHURCH STREET  
 SUITE 200  
 NEW YORK, NY 10038  
 PHONE: (212) 691-1234  
 FAX: (212) 691-1235  
 WWW.WAMICKALICH.COM

LEGEND

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. WAREHOUSE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

NOTES

1. ALL UTILITIES AS SHOWN MUST BE BUILT
2. EXISTING UTILITY DEPTH/LOCATION OBTAINED FROM CITY OF JALAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.



**MICKELTICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING  
 10000 W. 10th Avenue, Suite 100  
 Golden, CO 80401  
 PHONE: 303.440.1234  
 FAX: 303.440.1235  
 WWW.MICKELTICH.COM

UPTOWN VILLAGE

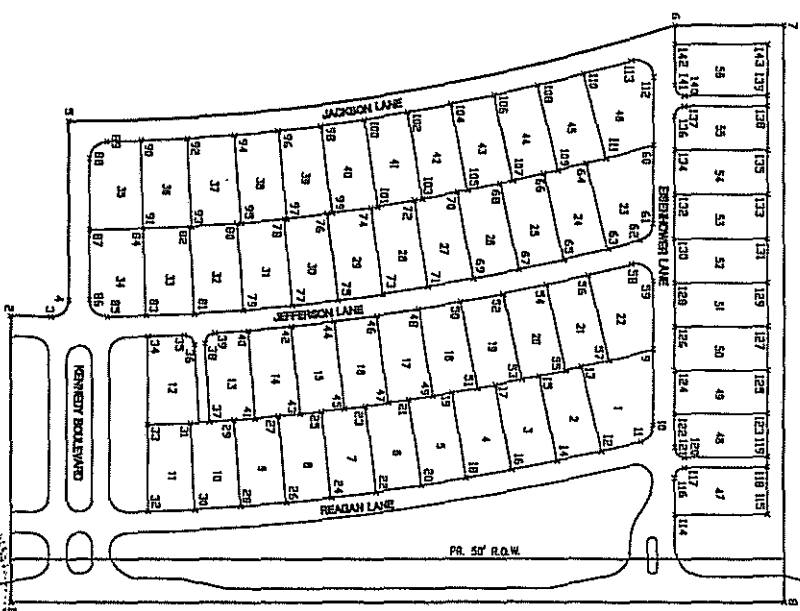
UTILITY PLAN

UPTOWN VILLAGE LTD

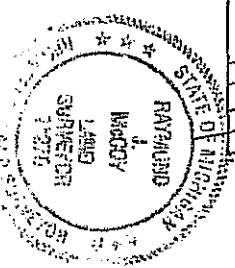
Project No.	01012
Sheet No.	6
Scale	1" = 40'
Drawn By	PR
Checked By	PR
Approved By	PR
Date	10/15/01
Project Name	UPTOWN VILLAGE
Location	Golden, CO
Client	UPTOWN VILLAGE LTD
Engineer	RAYMOND G. GREELY
License No.	21270
State	MICHIGAN



POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
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50	6762.31	144.10	98	6770.63	176.16	100	6772.74	172.10



*Raymond Conway*  
PROPOSED DATE: OCTOBER 11, 2001



MICHAEL and ASSOCIATES, INC. ENGINEERING, PLANNING, ARCHITECTURE, INTERIOR DESIGN 10000 E. 15th Ave., Suite 200 Denver, CO 80231 (303) 751-1234	
Project Title: UPDOWN VILLAGE	
Coordinate Plan	
Client: UPDOWN VILLAGE LTD	
Scale: 1" = 200'	
Date: 10/11/01	
Drawn by: [Blank]	
Checked by: [Blank]	
Reviewed by: [Blank]	
Approved by: [Blank]	
Title: 0002	
Sheet No: 7	

# **DISCLOSURE STATEMENT**

## **UPTOWN VILLAGE**

### **CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN**

**Uptown Village** is a site condominium consisting of fifty-six (56) Condominium Units. The Developer has reserved the right to expand the size of the condominium development so as to include a total of three hundred four (304) Units, or fewer. Each Condominium Unit constitutes a separate building site which resembles a platted lot.

<p><b>Uptown Village, Ltd.</b> <b>a Michigan corporation</b> <b>P.O. Box 308</b> <b>New Hudson, MI 48165</b> <b>(248) 684-1234</b></p>
--

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS, AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

**UPTOWN VILLAGE**  
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## **I. INTRODUCTION**

Uptown Village, Ltd., a Michigan corporation, is the Developer, (hereinafter "Developer") of Uptown Village. This Disclosure Statement, together with the copies of legal documents required for the creation and operation of the Project, are furnished to each Purchaser pursuant to the requirements of Michigan law that the developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

A condominium development in Michigan is governed largely by Statute, that is, by Act 59 of the Public Acts of 1978 (The Condominium Act). The Corporation, Securities and Land Development Bureau of the Michigan Department of Consumer and Industry Services administers the law under which condominium projects are developed in this State.

## **II. THE CONDOMINIUM CONCEPT**

Uptown Village is a residential site condominium. A condominium is a form of real property. A Condominium Unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased subject only to such restrictions as are contained in the condominium documents.

Each Co-owner of a Unit owns his or her Unit. Each Co-owner owns, in addition to his or her Unit, an undivided interest in the common facilities ("Common Elements") which service the Project. Title to the Common Elements is included as part of and is inseparable from title to the individual Condominium Unit. Each Co-owner's proportionate share of the Common Elements is determined by the percentage of value assigned to his or her Unit in the Master Deed described in Section IV of this Disclosure Statement.

Each Co-owner will receive a deed to his or her individual Condominium Unit. The deed will convey marketable title to the Unit to the Co-owner together with an undivided interest in the Common Elements.

All portions of the Project not included within the Units constitute the Common Elements. The Limited Common Elements are those Common Elements which are set aside for use by less than all Unit owners. General Common Elements are all Common Elements other than Limited Common Elements.

The management and administration of the Condominium is the responsibility of the condominium association, which is a nonprofit corporation of which all owners of Condominium Units automatically are members. One of the primary responsibilities of the Board of Directors of any condominium association is to enforce the provision requiring each Co-owner to pay monthly assessments to the association to meet expenses of administration of the Condominium. Pursuant to the provisions of Michigan Law and the condominium documents, such assessments constitute a lien against the Co-owner's Unit and in the event the Co-owner fails to pay the assessments attributable to his or her Unit, the Board of Directors of the association may cause the lien to be

foreclosed. The Board of Directors is also obligated to enforce the other provisions of the condominium documents, including the restrictions on the use of the condominium premises as set forth in the condominium documents, and is given broad remedial rights in the event that such provisions are violated, including the right to sue for money damages and for injunctive relief.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit in the Project. The separate taxes and assessments cover the Unit and its proportionate share of the Common Elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed are billed to the Association and are paid by the owners of such Units in proportion to the percentages of value assigned to the Units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each Purchaser is urged to carefully review all of the documents contained in the Uptown Village Information Booklet as well as any other documents that have been delivered to the Purchaser in connection with this development. Any Purchaser having questions pertaining to the legal aspects of the Project is advised to consult his or her own attorney or other professional advisor.

### **III. DESCRIPTION OF THE CONDOMINIUM PROJECT**

**A. Size, Scope and Physical Characteristics of the Project.** Uptown Village is a site condominium development which, when completed, will consist of up to three hundred four (304) separate building sites, each of which constitutes a separate Condominium Unit. Individual detached conventional type single family residences will be built on and within the boundaries of each Condominium Unit. The Condominium Unit as it appears in Exhibit "B" to the Master Deed resembles a conventional platted building site.

The Units in Uptown Village consist only of the individual Condominium Units within which each residence is to be located. The Common Elements do not include the residential dwelling structures and other improvements located within the Condominium Units. Each Co-owner holds an absolute and undivided title to his or her Condominium Unit and to the dwelling and other improvements located within the boundaries of the Unit.

The dwellings are contained within the boundaries of each Unit, and each Co-owner is responsible for the maintenance, repair and replacement of the residential structure and all other improvements located within the boundaries of the Unit, including the driveways, but not the paved rear private lanes. The Co-owners are responsible for lawn mowing and the maintenance of landscaping and snow removal within the boundaries of their respective Units.

Each Co-owner is also responsible for lawn mowing and the maintenance of landscaping in the yard area within the road right of way and for snow removal for the sidewalk within the road right of way. Reference should be made to Article IV of the Master Deed, which details the maintenance and repair obligations of the Co-owners.



If a Co-owner fails to perform maintenance and/or repair of the residential structure or lawn and/or landscaping within the boundaries of his or her Unit, in accordance with the Bylaws (Exhibit A to the Master Deed), the Condominium Association may perform such maintenance and/or repair and collect such costs from the responsible Co-owner as part of the Condominium assessments. If deemed necessary, in the Association's sole discretion, the Association may tap into the water spigot located within any Unit to facilitate the maintenance of landscaping and lawns within the Unit.

**B. Structures And Improvements Which Must Be Built And Which Need Not Be Built.** The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed), as either "must be built" or "need not be built". All structures and improvements in Phase I of the Condominium have been labeled "must be built". The Developer must construct all structures and improvements which are labeled "must be built".

The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements which are labeled "must be built".

**C. Escrow Arrangement.** The Developer has entered into an escrow arrangement with Tigor Title Insurance Company, through its representative, Metropolitan Title Company ("Escrow Agreement"), which provides that all deposits for the purchase of Condominium Units made under Purchase and Building Agreements shall be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any Purchaser who withdraws from a Purchase and Building Agreement in accordance with the Purchase and Building Agreement. Such a withdrawal is permitted by each Purchase and Building Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium Documents are changed in a way that materially reduces a Purchaser's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the Purchaser defaults in any obligation under the Purchase and Building Agreement after the Purchase and Building Agreement has become binding upon the Purchaser. The Escrow Agreement also provides that deposits will be released to the Developer when (a) the closing of the sale takes place and (b) a Certificate of Occupancy is issued if required by local ordinance, and (c) if any improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are labeled "must be built", the escrow agent has received certification from an engineer or architect that such improvements are substantially complete.

**D. Expandable Condominium.** In the Master Deed, the Developer has reserved the right to expand the size of the Condominium so as to contain up to three hundred four (304) Units by adding all or some portion or portions of the land designated as the Area of Future Development in the Master Deed. The Developer's right to expand the size of the Condominium is set forth in Article VIII of the Master Deed. If the Condominium is expanded in size, it will be done by an amendment(s) to the Master Deed. Such amendment(s) will recalculate the percentages of value so that the total of the percentages continues to equal one-hundred (100) and each Unit continues to have an equal percentage of value. In connection with such

expansion, the Developer has reserved the right to define and redefine the Common Elements as may be necessary to adequately service the land added to the Condominium and to change the nature of any Common Element previously included in the Condominium to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways and walking paths and trails, if any, to adjoining roadways and walking paths and trails, if any, planned for the land added to the Condominium and to provide access to any dwellings in such land added to the Condominium over such roadways and walking paths and trails, if any. The Master Deed imposes no restrictions on the manner or order in which the land may be added to the Condominium. Developer's right to amend the Master Deed to expand the size of the Condominium expires six (6) years after the Maser Deed has been recorded.

**E. Reserved Rights of Developer, its Successors and Assigns.** Article IX of the Master Deed sets forth certain reservation of rights and/or easements. These include, without limitation:

(1) **Easement for Use of Roads and Walkways.** The Developer has reserved easements for unrestricted use of all roads and walkways in the Condominium for purposes of ingress and egress to or from any portion of the Area of Future Development.

(2) **Easement for Use of Utility Lines.** The Developer has reserved perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium to serve any portion of the Area of Future Development.

(3) **Dedication of Private Roads and Utility Lines.** The Developer has reserved the right at any time during the Construction and Sales Period to dedicate any private roadways designated as General Common Elements to the public for purposes of creating public roads. The Developer has also reserved the right, during the Construction and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies.

(4) **Storm Water Drainage Easement.** The Condominium is subject to easements for storm water drainage as set forth in Exhibit "B" to the Master Deed.

(5) **Conduct of Commercial Activities.** The Developer has reserved the right to maintain an office in Uptown Village to conduct commercial activities, together with a sales office, business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium as may be reasonable to enable development, sale and operation until the last Unit is sold in Uptown Village. During this period of time, the Developer or its affiliates may use such offices and other areas to sell other property off-site.

(6) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from Co-owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of

a Co-owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without the approval of the Developer. See, in general, Article XIII of the Master Deed.

(7) **Easements.** The Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

(8) **Ingress and Egress Easement – Rear Private Lanes.** Each Unit in Uptown Village is subject to an ingress-egress easement for rear private lanes as depicted on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed). Although within the boundaries of a Condominium Unit, all co-owners, guests, and invitees have the right to use the rear private lanes. The Association has the responsibility to maintain, repair and replace the paved portion of the rear private lanes and to promulgate rules and regulations governing the use of the rear private lanes. No parking is permitted in the rear private lanes and no co-owner shall obstruct the use of the rear private lanes by others.

F. **Utilities.** Uptown Village is served by public water, sanitary sewers and other utilities, and is subject to all utility easements of record.

#### IV. **LEGAL DOCUMENTATION**

A. **General.** Uptown Village has been established as a Condominium Project pursuant to the Master Deed recorded in the Washtenaw County Register of Deeds and contained in the Purchaser Information Booklet for Uptown Village. The Master Deed includes the Condominium Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. **Master Deed.** The Master Deed contains the definitions of certain terms used in connection with the Project, the percentage of value assigned to each Unit in the Project, a general description of the Units and Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the Common Elements. Article IX of the Master Deed covers Easements and Article XIII reserves in favor of the Developer the right to amend the condominium documents to make immaterial changes therein, to provide for the correction of errors and to comply with the requirements of certain lending institutions.

C. **Condominium Bylaws.** The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the Condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Condominium Project. Article VI contains certain restrictions upon the ownership, occupancy and use of the Condominium Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the Common Elements. At the present time no rules and regulations have been adopted by the Board of Directors of the Association.

The building and use restrictions applicable to homes to be constructed within the Condominium development are contained in Article VII of the Bylaws.

The Bylaws contain provisions applicable to the operation and management of the Condominium Project by the Condominium Association. A discussion of those provisions of the Bylaws is contained in Section VII of this Disclosure Statement.

**D. Condominium Subdivision Plan.** The Condominium Subdivision Plan is a survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

## **V. WARRANTY**

Express warranties are not provided unless specifically stated in the Purchase and Building Agreement. Each Purchase and Building Agreement with Uptown Village, Ltd., provides that at closing, the Developer will give a Limited Warranty with regard to the residential structure erected within the Condominium Unit. The terms of the Limited Warranty are detailed in the Limited Warranty contained in the Purchaser Information Booklet.

## **VI. THE DEVELOPER AND ITS AFFILIATES.**

The Developer, Uptown Village, Ltd., a Michigan corporation, P.O. Box 308, New Hudson, Michigan 48165, has had no prior experience with Condominium development.

Sales of Condominium Units at Hometown Village of Ann Arbor will be handled by the Developer. The Developer has had no previous experience in selling Condominium Units.

The Developer is not presently aware of any pending judicial or administrative proceedings involving the Condominium Project or the Developer.

## **VII. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT**

**A. The Condominium Association.** The ultimate responsibility for management and maintenance of the Condominium Project is vested in Uptown Village Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation and Bylaws of the Association are contained in the Purchaser Information Booklet and govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Condominium Bylaws. An Advisory Committee of non-Developer Co-owners will be established, either one-hundred-twenty (120) days after conveyance of legal or equitable title to non-Developer owners of one third (1/3) of the total Units that may be created in this Condominium, or one (1) year after the initial conveyance of title to a non-Developer Co-owner of a Unit in this Condominium, whichever shall first occur. The Advisory Committee will meet with the Developer-designated Board of Directors to facilitate communication and aid in the

transition of control of the Association to the Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-Developer Co-owners.

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

Notwithstanding the foregoing formula, fifty-four (54) months after the conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-owners have the right to elect, as provided in the Condominium documents, a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium documents, a number of members of the Board 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 may not reduce the minimum election and designation rights otherwise established above. Application of this section does not require a change in the size of the Board as determined in the Condominium documents.

**B. Percentages of Value.** The percentages of value for Condominium Units in Uptown Village are computed on the basis of assigning an equal allocation for percentage of value applicable to each Unit. Each Condominium Unit has been assigned an equal percentage of value. The percentage of value applicable to each Condominium Unit is set forth in Article V of the Master Deed. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements and the proportionate share of each respective Co-owner in the proceeds and expenses of administration. Each Co-owner shall be entitled to one vote at meetings of the Association for each Condominium Unit owned. The percentage of value allocated to each Condominium Unit may be changed by the Developer without consent of any Co-owner for the purpose of expanding the size of the Condominium development in accordance with the provisions of Article VIII of the Master Deed. In all other events, the percentage of value allocated to each Condominium Unit may be changed only by unanimous consent of all Co-owners expressed in an amendment to the Master Deed duly approved and recorded.

**C. Project Finances.**

(1) **Budget.** Article II of the Condominium Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The initial budget for the Project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Project, and includes a reserve for replacement of major structural and other components of the Project in the future. Inasmuch as the budget must necessarily be prepared prior to commencement of operation of the Project, it reflects the estimates of expenses made by the Developer based in part upon bids and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the Condominium Project change in cost in the future, the budget and the expenses of the Association also will require upward revision. In this respect, it is normal for the Association expenses to increase on a regular basis.

**THE INITIAL BUDGET OF THE ASSOCIATION HAS BEEN ATTACHED TO THE END OF THIS DISCLOSURE STATEMENT AS EXHIBIT "A". IT MUST BE REMEMBERED THAT THE INITIAL BUDGET OF THE ASSOCIATION IS ONLY AN ESTIMATE OF THE EXPENSES WHICH MIGHT BE INCURRED IN ADMINISTERING THE CONDOMINIUM. THE ACTUAL EXPENSES OF ADMINISTRATION MAY BE SUBSTANTIALLY DIFFERENT AND MAY RESULT IN INCREASED ASSESSMENTS FOR THE CO-OWNERS. THE DEVELOPER DOES NOT REPRESENT OR WARRANT THE ACCURACY OF THE INITIAL BUDGET AND NO REPRESENTATIONS OR WARRANTIES ARE TO BE CONSTRUED FROM ANY PORTION OF THE INITIAL BUDGET.**

(2) **Assessments.** Except as set forth below with respect to the Developer, each Co-owner of a Unit included within the Project must contribute to the Association in proportion to the percentage of value assigned to the Unit(s) owned by him or her to defray expenses of administration. The Condominium assessments which are charged to the Co-owners are based upon the annual budget of the Association. The Association's only source of revenue to fund its budget is by the assessment of its members. Each Co-owner must pay to the Association an annual assessment which is determined by dividing the projected budget by the Co-owner's percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each Co-owner in twelve (12) equal monthly installments.

Because the day-to-day operation of the Condominium is dependent upon the availability of funds, it is important that each Co-owner pay his or her assessment in a timely manner. Assessments shall be due on a date determined by the Board of Directors of the Association. In the event that a Co-owner fails to pay this amount in a timely manner, the Bylaws provide that the Condominium Association may impose a lien upon a delinquent Co-owner's Unit, collect interest at the highest rate allowed by law on delinquent assessments, and impose late charges and collection costs, including a reasonable attorney fee. Article II of the Bylaws should be consulted for further details.

Each Co-owner may be required to pay special or additional assessments, if special or additional assessments are either levied by the Board of Directors of the Association or, if applicable, approved by the Co-owners in accordance with the Bylaws. Special or additional assessments may be levied in the event that, among other things, the regular assessment should prove inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. Any special or additional assessment would be allocated to the Co-owners in accordance with the percentages of value stated in the Master Deed. In the event that an unusual expense benefits less than all of the Units in the Condominium, the expense may be assessed against those Units which are specially benefited by the expense and shall be shared equally by those Units. Article II of the Bylaws should be examined for further details about special and additional assessments and the sharing of unusual expenses of administration.

The Developer shall only be responsible for payment of full regular Association assessments with respect to completed and occupied Units that it owns. A "completed Unit" is one with respect to which a Certificate of Occupancy has been issued by the City of Milan, or its designate. The Developer shall not be responsible whatsoever to the Association for any payments in connection with unbuilt Units. The Developer shall independently pay all direct costs of maintaining Units for which it is not responsible to pay the regular maintenance assessments.

Each Co-owner must also pay other charges in connection with his or her ownership of a Unit in the Condominium. For example, each Co-owner will be responsible for paying his or her respective water and sewer assessments as are levied against the respective Condominium Units by pertinent governmental authority. Also, each Co-owner will be responsible for paying real estate taxes levied on his or her Unit and his or her undivided interest in the Common Elements. The amount of the taxes will be determined by the assessor for the City of Milan. The Condominium Association will pay no real estate taxes; however, if, after closing, the real property tax bills relative to the Condominium property have not yet been split into separate tax bills for each Condominium Unit by the local tax assessor, the Condominium Association may require the Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's percentage of value share of the estimated real estate taxes with respect to the Condominium which will next fall due.

**(3) Possible Additional Liability.** Pursuant to the Condominium Act, each Purchaser is advised of the following possible liability of each Co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a Condominium Unit obtains title to that Unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all Unit owners including the holder of the first mortgage who has obtained title to the Unit through foreclosure.

**D. Condominium Association Management Contract.** The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the Condominium. The Association has entered into, or will enter into, a contract with P.M. One Inc., to manage the Condominium. P.M. One, Inc., manages more than 25,000 condominium and multi-family units in six states.

**E. Insurance**

**(1) Title Insurance.** The Purchase and Building Agreement provides that the Developer shall furnish each Purchaser a commitment for an Owner's title insurance policy issued by Ticor Title Insurance Company through its representative, Metropolitan Title Company, at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each Purchaser should review the title insurance commitment with a qualified advisor of his or her choice prior to closing to make certain that it conforms to the requirements of the Purchase and Building Agreement.

**(2) Other Insurance.** The Condominium Documents require that the Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, liability insurance, officers' and directors' liability insurance, and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Condominium and the rear private lanes. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors of the Association is responsible for obtaining insurance coverage for the Association. Each Co-owner's pro rata share of the annual Association insurance premiums is included in the regular assessment. The Association's insurance policies are available for inspection during normal working hours.

The master insurance policy carried by the Association names the Condominium Association as the insured. In the event of any casualty affecting the Common Elements of the Condominium, insurance proceeds would be paid to and administered by the Condominium Association in accordance with the provisions of the Bylaws. The insurance coverage carried by the Condominium Association does not cover the individual Units, the residential dwelling structures constructed thereon, any improvements constructed within the Unit, (except the rear private lanes), or any personal property of any Co-owner.

EACH CO-OWNER IS RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE WITH RESPECT TO THE RESIDENTIAL DWELLING, INTERIOR AND EXTERIOR, AND ALL OTHER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED WITHIN THE UNIT PERIMETER, AND FOR PERSONAL PROPERTY, WHETHER LOCATED WITHIN OR OUTSIDE THE PERIMETER OF HIS OR HER UNIT, AS INDICATED IN ARTICLE IV OF THE BYLAWS, AND FOR LIABILITY FOR INJURY WITHIN HIS OR HER UNIT.

A copy of the Certificate of Insurance with respect to the Condominium will be furnished to each Co-owner upon closing the sale of his or her Unit. The Association should periodically



review all of its insurance coverage to be assured of its continued adequacy and Co-owners should each do the same with respect to their personal insurance.

**F. Restrictions on Ownership, Occupancy and Use.** Article VI and Article VII of the Condominium Bylaws contain comprehensive restrictions on the use of the Condominium Units and the Common Elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a Purchaser. Consequently, each Purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the restrictions:

**Residential Use.** No Unit in the Condominium shall be used for other than a single-family residence.

**Vehicles and Temporary Structures.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, motorcycles or vehicles other than automobiles or vehicles used primarily for general personal transportation may be parked or stored upon the premises of the Condominium. No structure of a temporary character or trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

**Patios and Decks.** Patios and decks shall be permissible, subject to standards as the Architectural Control Committee may, from time to time, specify. Written approval by the Developer and the Architectural Control Committee must be obtained prior to constructing any patio, deck or structure. All submitted plans for any patio, deck or structure must include landscaping and/or shrubbery surrounding the structure.

**Antennae.** Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas must be approved by the Architectural Control Committee prior to installation. A plan designating the size and location must be submitted for approval.

**Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets for domestic purposes only, and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever. Article VI, Section 5 of the Condominium Bylaws should be reviewed for further restrictions on pets.

**Physical Changes.** There are substantial limitations upon improvements and physical changes that may be made within the boundaries of a Condominium Unit and elsewhere on the Common Elements. Written approval by the Developer and the Architectural Control Committee must be obtained before any structure or improvement may be erected, or sought or placed upon or in any Unit, or before altering or modifying any structure or improvement upon or in any Unit (except for interior modifications of residences), or before modifying the grade of the Unit or any

Common Element. Written permission by the Board of Directors of the Association must be obtained prior to erecting or maintaining commercial signs on any Unit. Written approval by the Architectural Control Committee must be obtained prior to performing any landscaping or planting any trees, shrubs or flowers within a Unit. Dog kennels or runs or other enclosed shelters for permitted animals must be constructed or landscaped in such a manner so as to be an integral part of the residence. No above-ground swimming pool shall be erected or maintained on or in any Unit. The Purchaser should carefully review the Purchase and Building Agreement, and Article VII of the Bylaws and the other provisions of Article VI of the Bylaws with respect to such restrictions.

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

Rules And Regulations. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of the Condominium without the vote of the Co-owners. The Co-owners may revoke any rules and regulations adopted by the Board of Directors of the Association upon a vote of fifty-one (51%) percent of all of the Co-owners.

None of the restrictions apply to the commercial activities or signs of Uptown Village, Ltd.

## **VIII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNERS**

**A. Before Closing.** Ownership of the Condominium Unit remains with Uptown Village, Ltd., until the closing. Accordingly, to properly facilitate the orderly and prompt completion of construction, Uptown Village, Ltd., reserves the right to restrict access by the Purchaser to a Unit under construction during the construction period and to establish reasonable rules and regulations applicable thereto.

**B. At Closing.** Each Purchaser will receive by warranty deed fee simple title to his or her Unit subject to no liens or encumbrances other than the Condominium documents and those other easements and restrictions as are specifically set forth in the Condominium documents and title insurance commitment. Prior to closing, each Co-owner shall be afforded an opportunity to inspect the residence that he or she is purchasing and the Common Elements. At closing, and as a condition to closing, the Co-owner shall sign an Acknowledgment indicating that he/she has inspected the residence structure erected within the Unit and the Common Elements and is satisfied with their condition except for the items noted on the walk-through.

**C. After Closing.** Subsequent to the purchase of the Unit, the relationship between Uptown Village, Ltd., and the Co-owner will be governed by the Master Deed and the Limited Warranty, except to the extent that any contractual provisions of the Purchase and Building Agreement are intended to survive the closing.

## **IX. LOCAL GOVERNMENT, TAXES AND UTILITY SERVICE**

A. **Local Government.** The Project is located in the City of Milan and the City of Milan School District.

B. **Real Property Taxes.** Taxes upon the Condominium Units are assessed by the City of Milan, the County of Washtenaw and the City of Milan School District. Pursuant to Michigan Law, taxes are required to be assessed on the basis of fifty percent of true cash value. During the year in which the Condominium Master Deed is initially recorded, real property taxes attributable to each Unit constitute an expense of administration to be shared by the Co-owners of such Units in proportion to their respective percentages of value. In that initial year, the Association will receive one tax bill with respect to the Units which must be paid by the Association rather than by such Units. The Developer will contribute to payment of taxes its proportionate share for such Units that it owns at the time the taxes fall due. In subsequent years, each Co-owner will receive an individual tax bill attributable to his or her Unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. **Water and Sewer Assessments.** Assessments will be made against the individual Units for water and sewer which will be separately billed to each respective Co-owner by the pertinent governmental authority. Owners are responsible for paying their respective water and sewer assessments directly to the pertinent governmental authority.

D. **Utilities.** Utility services to the Condominium premises are provided as follows:

1. Sewer and water – City of Milan
2. Electricity – DTE Energy
3. Natural gas - Consumers Energy

## **X. AMENDMENTS**

Article XIII of the Master Deed permits the Developer to amend the Master Deed for certain purposes as therein stated. Please refer to this portion of the Master Deed for more details.

## **XI. ARCHITECTURAL CONTROL COMMITTEE**

The Board of Directors of the Association will designate an Architectural Control Committee. Any changes in the exterior of a dwelling or construction of a new dwelling or landscaping will require the approval of the Architectural Control Committee. During the Construction and Sales Period, the Developer retains control of the Architectural Control Committee.

## **XII. PURPOSE OF DISCLOSURE STATEMENT**

This Disclosure Statement has been prepared in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the Project. Each Purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a home. In accepting title to a Unit in the Condominium Project, each Purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Consumer and Industry Services published The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium documents. Each Purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Consumer and Industry Services, legal phraseology and technical terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Consumer and Industry Services.

## **BUDGET PROJECTION – UPTOWN VILLAGE – 56 UNITS**

### **ADMINISTRATION**

Insurance	\$ 1,400
Financial Review/Tax Preparation	1,500
Postage & Mailing	500
Management Services	<u>9,408</u>
<b>Subtotal</b>	<b>\$ 12,808</b>

### **UTILITIES & OPERATION**

Electrical	<u>\$ 1,000</u>
<b>Subtotal</b>	<b>\$ 1,000</b>

### **MAINTENANCE**

General Repair and Maintenance	\$ 1,000
Snow Removal	2,000
Salt/Calcium Chloride	2,000
Lawn Maintenance/Fertilizer	<u>5,000</u>
<b>Subtotal</b>	<b>\$ 10,000</b>

**TOTAL OPERATION EXPENSES:** **\$ 23,808**

**RESERVE FOR MAJOR  
REPAIRS AND REPLACEMENTS:** **[\$ 2,381]**

**TOTAL FISCAL YEAR BUDGET:** **\$ 26,189**

### **PROJECTED ANNUAL INCOME**

Monthly Assessment	\$ 39
Number of Units	<u>56</u>
<b>Subtotal</b>	<b>\$ 2,184</b>

**PROJECTED ANNUAL INCOME** **\$ 26,208**



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10/29/2002 08:36A

Peggy M. Haines - Washtenaw Co. DMA

L-4177 P-302

137-  
(69)**MASTER DEED****UPTOWN VILLAGE**

(Act 59 of Public Acts of 1978, as amended)

This Master Deed is made and executed this 22<sup>nd</sup> day of October, 2002, by **UPTOWN VILLAGE, LTD.**, a Michigan corporation, hereinafter referred to as "Developer" whose address is P.O. Box 308, New Hudson, MI 48165, in pursuance of the provisions of Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act".

**WITNESSETH:**

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

**NOW, THEREFORE**, the Developer does, upon the recording hereof, establish UPTOWN VILLAGE as a Condominium under the Act and declares UPTOWN VILLAGE (hereinafter referred to as "Condominium" or "Condominium Project") shall, after establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Master Deed, together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is hereby provided as follows:

**WASHTENAW COUNTY TREASURER**  
**TAX CERTIFICATE NO. 6939 OA**



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10/29/2002 09:36A

Peggy M. Haines - Washtenaw Co. DMA

L-4177 P-302

## ARTICLE I

### TITLE AND NATURE

The Condominium shall be known as UPTOWN VILLAGE, Washtenaw County Condominium Subdivision Plan No. 403. The engineering and architectural plans for the Project were approved in accordance with the requirements of the City of Milan, Washtenaw County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

## ARTICLE II

### LEGAL DESCRIPTION

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

Part of the SE ¼ of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South ¼ corner of said section 26; thence N.01°24'53" W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

PART OF 19-19-26-400-004



## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Rules and Regulations of the UPTOWN VILLAGE ASSOCIATION, a Michigan non-profit corporation and deeds, mortgages, liens, land contracts,

easements and other instruments affecting the establishment of or transfer of interest in UPTOWN VILLAGE as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. "Association" means Uptown Village Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
3. "Board of Directors" or "Board" means the Board of Directors of Uptown Village Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
4. "Bylaws" means Exhibit "A" attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
5. "Condominium Unit" or "Unit" each mean a single Unit in UPTOWN VILLAGE as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.
7. "Condominium", "Condominium Project", "Project" or "Condominium Premises" means and includes the land described in Article II above as same may be amended from time to time to include the Area of Future Development as subsequently added to the Project in accordance with Article VIII below and all easement rights appurtenant belonging to UPTOWN VILLAGE as described above.
8. "Condominium Subdivision Plan" means Exhibit "B" hereto.



9. "Consolidating Master Deed" means the final Amended Master Deed which shall describe UPTOWN VILLAGE as a completed Condominium Project and shall reflect the entire land area in the Condominium Project. Such Consolidating Master Deed, if and when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.
10. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns, or has the right to purchase, any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.
11. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns one or more Units in the Condominium. The term "Owner" wherever used will be synonymous with the term "Co-owner".
12. "Developer" means UPTOWN VILLAGE, LTD., a Michigan corporation which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.
13. "First Annual Meeting" means the initial meeting at which nonDeveloper Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.
14. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings as provided in the Act.

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



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## ARTICLE IV

### COMMON ELEMENTS

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

1. The General Common Elements are:
  - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
  - B. Electrical. The electrical transmission lines throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
  - C. Cable Television. The cable television system (if installed) throughout the Project up to the point of lateral connection for Unit service.
  - D. Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service.
  - E. Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
  - F. Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
  - G. Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
  - H. Storm Sewer System. The storm sewer swales and ditches, mains, if applicable, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with any detention area depicted as such on the Condominium Subdivision Plan.
  - I. Site Lighting. The site lighting, including all wiring fixtures, posts and meters throughout the Project up to the perimeter of any Unit.
  - J. Telecommunications. The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for Unit service.
  - K. Roadways. The collector roadways designated on Exhibit "B" which provide access to the Units.
  - L. Sidewalks. All sidewalks located within the right of way and all other sidewalks designated as General Common Elements on Exhibit "B" hereto.
  - M. Swimming Pool and Clubhouse. The swimming pool and clubhouse if and when they may be constructed.
  - N. Entry Boulevard Area. The entry boulevard area and all improvements therein as designated on Exhibit "B" hereto.

- O. Wetlands and Open Areas. Wetlands, ponds and open areas designated on Exhibit "B" hereto within the boundaries of the Project, together with all improvements within such open areas and/or ponds including, without limitation, the clock tower, tot lots and fountains, if any.
- P. Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

2. There are no Limited Common Elements within the Project.

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

A. Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the Co-owner of the Unit which is served thereby. Likewise, each Co-owner shall be responsible for the installation and maintenance of lawn and other landscaping materials within his Unit and in the yard area within the right of way. Each Co-owner shall also be responsible for snow removal for the sidewalk within the right of way.

B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly reoccurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements, including dwellings constructed within any Unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall require the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial



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maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. Specific Obligations of the Association. The Association shall be solely responsible for the establishment of procedures for the protection of the open areas and the wetlands.

D. General Common Elements. The cost of maintenance, repair and replacement of all other General Common Elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary. In the event that the Association, at any time, fails to carry out the aforementioned responsibilities pertaining to any such areas, structures or facilities, the City of Milan shall have the right, but not the obligation, to serve written notice upon the Association setting forth the deficiencies in maintenance, repair or preservation, which notice shall also set forth a demand that deficiencies be cured within a reasonable time period. If the City shall determine that the maintenance, repairs and/or preservation has not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation, and the cost thereof, including the cost of notices by the City and reasonable legal fees incurred by the City, plus a reasonable administrative fee shall be paid by Developer and/or the Association; and the City may require such costs and expenses to be paid prior to the commencement of work; and if such costs and expenses have not been paid within sixty (60) days of a billing to Developer and/or to the Association, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the respective residential neighborhood component portion of the Property and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes.

4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

5. Roadways. The Uptown Village roadways are private streets. Therefore, the City of Milan is under no obligation to maintain or repair the roadways and sidewalks of Uptown Village, including, but not limited to brush pick up and summer, winter, curb and gutter maintenance.



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## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of UPTOWN VILLAGE as surveyed by Mickalich and Associates, Inc. and attached hereto as Exhibit "B". Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each Unit in UPTOWN VILLAGE shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

## ARTICLE VI

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

#### 1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

- A. Consolidate Units; Relocate Unit Boundaries. To consolidate under single ownership two or more Units which are located adjacent to one another and to relocate the boundaries of Units. Such action shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the



sole discretion of the Developer, its successors or assigns and subject to prior approval of the City of Milan.

- B. **Amendment to Effectuate Modifications.** Any such amendment or amendments resulting from the exercise of the rights reserved to the Developer above shall identify the Units involved, and allocate, or reallocate, as the case may be, the percentage of value for the affected Units in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or exhibits hereto.

## **2. BY CO-OWNERS**

One or more Co-owners may undertake consolidation of Units or relocation of boundaries. Co-owners of adjoining Units may, subject to the prior approval of the City of Milan, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of the boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.



## ARTICLE VII

### CONVERTIBLE AREAS

1. Convertible Areas. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article VII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.
2. Reservation of Right to Convert Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements; provided, however, that the written consent of the City of Milan is first obtained for the converting of Convertible Areas. The changes could include (by way of illustration and not limitation), the deletion of Units from the Condominium and the substitution of General Common Elements therefor.
3. Residential Use Restriction. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to single family residential use and to such Common Elements as are compatible with single family residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities; provided, however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times.
4. Compatibility of Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities.
5. Consent of Interested Persons. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment to this Master Deed to effectuate the conversion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer and its successors and assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring an interest in the



Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. Amendments to Master Deed. All modifications to Units and Common Elements made pursuant to this Article VII shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed and preserving equal percentages of value for each Unit. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VII.

7. Consolidating Master Deed. In the event that certain, or all, of the Convertible Areas are converted by Developer pursuant to this Article VII, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

## ARTICLE VIII

### EXPANSION OF CONDOMINIUM

1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of UPTOWN VILLAGE, and consisting of 56 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 304 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Part of the SE ¼ of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at the South ¼ corner of said section 26; thence N. 01°25'45"W., 1989.81 feet along the North-South ¼ line; thence N.88°55'12"E., 1331.42 feet to the westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line 1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet; 2) S.40°13'25"E., 377.52 feet; 3) S.36°58'25"E., 57.21 feet; thence S. 71°34'54"W., 519.16 feet; thence S. 01°24'53"E., 79.26 feet; thence S. 70°58'00"E., 253.67 feet; thence S. 36°57'23" E., 184.93 feet; thence S. 01°24'53"E., 263.33 feet; thence S. 88°35'07" W., 125.27 feet; thence 709.37 feet along a curve to the right, radius





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2224.00 feet, chord bearing S. 79°45'25"W., 706.37 feet; thence S. 01°24'53" E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S. 43°57'45" W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S. 89°53'21"W., 46.97 feet; thence S. 01° 24'53" W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, saidline also being the centerline of Arkona Road (66 foot wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restruictions of record.

(hereinafter referred to as "Area of Future Development").

2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the City of Milan. One hundred (100%) percent of all additional Units will be devoted to residential use.

3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for, the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium; provided however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times. Any such definitions and/or redefinitions of Common Elements shall be in accordance with the final site plan for Uptown Village as approved by the City.



5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

## ARTICLE IX

### EASEMENTS

#### 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all Units and Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure or improvement located within a Unit (including, without limitation, any fencing installed by the Developer) encroaches upon another Unit or Common Element due to shifting, settling or moving of a structure, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction.

#### 2. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, an easement for the unrestricted use of all roadways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Area of Future



Development. All expenses of maintenance, repair, replacement, and resurfacing of any road or walkway referred to in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development whose closest means of access to a public road is over such road or walkway. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development whose closest means of access to a public road is over such road or walkway.

### **3. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE PRIVATE ROADS**

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate any private roadways designated as General Common Elements to the public for purposes of creating public roads.

### **4. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS**

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

### **5. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES**

The Developer reserves for the benefit of itself, and its successors and assigns, such easements as may be necessary for access to a sales office on the Condominium Premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model Units and other facilities on the Premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project. The Developer shall pay all costs related to any Condominium Units or Common Elements while owned by the Developer and shall restore the facilities to habitable status upon termination of use in accordance with Section 45 of the Act.

### **6. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES**

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all



utility mains located in the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunication systems, and storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilities, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development which benefit from such utility mains; provided, however, that the forgoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent that such leads are located in the Condominium and by the owner or owners or an association of owners, as the case may be, of the Area of Future Development, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium Premises in order to preserve or to facilitate surface drainage in a portion or all of the Area of Future Development. The Developer, its successors and assigns shall bear all costs of such modifications. Any such modifications to the landscaping and/or grade in the Condominium Premises under the provision of this Paragraph shall not impair the surface drainage in this Condominium.

#### **7. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES**

Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. The Developer shall dedicate the General Common Element water and sanitary sewer infrastructure described in Article IV – 1F and Article IV – 1G, respectively to the City of Milan, or its designee, prior to the expiration of the Construction and Sales Period. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Washtenaw County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.



## **8. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR**

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other Common Elements, if any, located within any individual Condominium Unit.

## **9. RECIPROCAL EASEMENTS FOR UTILIZATION OF ROADWAYS, WALKWAYS, WALKING PATHS, TRAILS (IF ANY), AND UTILITIES**

To the extent not referenced above in this Article, there shall exist reciprocal easements for the benefit of the Co-owners of this Condominium and for the benefit of the owner or owners of the Area of Future Development for utilization of the roadways, walkways, walking paths and trails, if any, and utility mains in the Area of Future Development, and in this Condominium, respectively.

## **10. TELECOMMUNICATIONS AGREEMENTS**

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to the Transitional Control Date), and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-of-way agreements, access agreements, and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite disk, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

#### **11. PEDESTRIAN EASEMENT ON WALKING PATHS AND TRAILS, IF ANY.**

There may exist pedestrian easements on walking paths and trails, if any, which may burden and/or affect certain Condominium Units. No buildings or structures shall be placed, nor modifications made, within these easement areas. These easement areas shall be reserved for pedestrian traffic and shall be for the benefit of all Co-owners in the Condominium. The Association shall have the responsibility for maintaining, repairing and/or replacing these walking paths and trails to keep them in the condition as approved by the City in the Final Site Plan. There shall be easements for the installation, repair and maintenance of utility lines under these walking paths and trails as described in this Article.

#### **12. EASEMENT FOR EMERGENCY SERVICES**

There shall exist for the benefit of the City of Milan or any emergency service agency, an easement over all roads in the Condominium for use by the City and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads or driveways to the public.

#### **13. EASEMENT FOR PUBLIC WATER SUPPLY AND SANITARY SEWER**

There shall exist for the benefit of the City of Milan and any governmental body to which its rights herein may be subsequently assigned, an easement over, under and across the Condominium Premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the City's water and sewer lines to existing lines. Without limitation of the foregoing, the City of Milan and any governmental body to which its rights herein may be subsequently assigned, shall have such easements for water and sewer lines, and other utilities, as are depicted on Exhibit "B".

#### **14. REPAIRS AND MAINTENANCE OF PRIVATE ROADS**

There shall be no public funds of the City of Milan used to build, repair or maintain the private roads located upon the Condominium Premises; however, in the event that necessary repairs and maintenance of any such private roads are not made, the City Board, may, pursuant to the terms and provisions of its ordinances, cause such roads to be brought up to established Washtenaw County Road Commission standards for public roads and may assess the Condominium Association and its membership of Co-owners for the improvements required to be made, together with the costs of administration of the work to bring about the improvements, such administrative fee being, at the time of the making of this Master Deed, twenty-five (25%) percent of the total cost of improvements.



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## **15. UNOBSTRUCTED INGRESS AND EGRESS**

No Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the roads located upon the Condominium Premises. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit or the Area of Future Development and having a need to use the road.

## **16. EASEMENTS FOR INGRESS AND EGRESS (REAR PRIVATE LANES)**

Each Unit is subject to a private easement for ingress, egress and utilities (rear private lanes, or alleys) as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). The Association shall be responsible for the maintenance, repair, and replacement of the paved portion of the rear private lanes. The Association, acting through its Board of Directors, may promulgate such rules and regulations regarding the use of these rear private lanes as may be reasonable and necessary for the administration and use thereof by the Co-owners. Normal ingress and egress and use of these rear private lanes shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit; provided, however, no Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the rear private lanes.

## **17. EASEMENTS DEPICTED ON EXHIBIT "B"**

To the extent not referenced above in this Article, the Condominium Project and the individual Units therein are benefited and burdened by those easements as are depicted on and described in the Condominium Subdivision Plan (Exhibit "B" hereto).

## **18. POWER OF ATTORNEY**

All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed to have appointed the Developer, its successors and assigns, as attorney-in-fact to exercise the rights reserved in this Article to grant easements and dedicate utilities and roadways. Such exercise by the Developer of the rights reserved in this Article may be exercised without the consent of any Co-owner, mortgagee, or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such exercise by the Developer of the rights reserved in this Article to grant easements and dedicate utilities and roadways. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association acting through its Board of Directors.



## **19. CALCULATION OF PRORATION OF EXPENSES**

For purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses, according to the number of Units in this Condominium and the number of other dwelling Units referenced in this Article IX, shall include only those Units for which a certificate of occupancy has been issued by the City of Milan.

## **ARTICLE X**

### **RESERVATION OF RIGHT TO USE FACILITIES**

The Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Premises of the Condominium as it deems necessary to facilitate the development and sale of the Project. The Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the individual Condominium Units.

## **ARTICLE XI**

### **IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS**

No Co-owner shall do anything which would change the exterior appearance of a dwelling or any other portion of the Condominium Project (including, without limitation, changing the exterior color of the residence and/or appurtenant improvements) except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes. Any such proposed alteration or change shall receive City approval as required and shall be completed in accordance with the applicable City zoning ordinance.
- B. The Board of Directors shall then appoint an Architectural Control Committee for purposes of reviewing the proposal. The members of said Committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such Committee.
- C. The Committee may seek opinions from the Co-owners and shall, within a reasonable time prescribed by the Directors, render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.





- E. In the event that such application for changes is approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense; that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense; that the improvements will be completed by a date to be determined and established by the Board of Directors and that the improvements shall comply with all local and/or national building codes, as applicable.
- F. During the Construction and Sales Period, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this Article. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit or improvement constructed within a Condominium Unit through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

## **ARTICLE XII**

### **CONDEMNATION**

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project, unless at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium Project;
- B. Change the pro-rata interest or obligations of any Condominium Unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements of the Condominium Project shall not be deemed a transfer within the meaning of this clause.



- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for purposes other than the repair, replacement or reconstruction of such improvements.

## ARTICLE XIII

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of all Co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record, allocating one vote for each mortgage held. The rights of mortgagees and the procedure for mortgagee approval shall be governed by Sections 90 and 90a of the Act.
3. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not, in the Developer's discretion, materially affect any rights of any Co-owner or mortgagee in the Project. The Developer may make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.
4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent except as provided in this Master Deed or Bylaws.
5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.



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6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains any further possibility of construction of residential dwellings on the land described in Article II hereof.
7. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.
8. Procedure for Amendment. A change in the Condominium Project shall be reflected by an amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act. The following procedure shall apply to any amendment to the Condominium Documents:
  - (a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments, except as provided above in this Master Deed, not less than ten (10) days before the amendment is recorded.
  - (b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.
  - (c) Nothing contained in this Article shall be deemed to abridge in any way the Developer's right to convert portions of the Convertible Area or to expand the size of this Condominium pursuant to Articles VII and VIII hereof, respectively. Such amendments may be made unilaterally by the Developer without the consent of any Co-owner in the Developer's sole discretion.
  - (d) An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.
  - (e) A copy of the recorded amendment shall be delivered to each Co-owner of the Project.




## ARTICLE XIV

### ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing and including the power to prepare and record a Consolidating Master Deed for the Condominium, may be assigned by it to any other entity or to the Association. Any such assignment shall be by appropriate instrument in writing and duly recorded in the office of the Washtenaw County Register of Deeds.

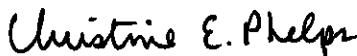
UPTOWN VILLAGE, LTD.,  
a Michigan corporation

By:   
Phillip W. McCafferty  
Its: President

STATE OF MICHIGAN }  
COUNTY OF OAKLAND }

On this 22<sup>nd</sup> day of October, 2002, the foregoing Master Deed was acknowledged before me by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS  
NOTARY PUBLIC LIVINGSTON CO. MI  
MY COMMISSION EXPIRES 1/27/07

  
Christine E. Phelps  
\_\_\_\_\_, Notary Public  
Livingston County, State of Michigan  
My commission expires: 1/27/07  
Acting in Oakland County

MASTER DEED DRAFTED BY:  
UPTOWN VILLAGE, LTD. ✓  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165

WHEN RECORDED, RETURN TO DRAFTER



# UPTOWN VILLAGE

## EXHIBIT "A"

### BYLAWS

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#### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

Uptown Village, a residential Condominium located in the City of Milan, County of Washtenaw, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

CHANGE

#### ARTICLE II

#### ASSESSMENTS

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



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Section 1. Assessments For Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

- (a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand Five Hundred (\$1,500.00) Dollars, in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment



or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,500.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment Of Assessments; Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements, if any, appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, or in such other periodic installments as the Board of Directors shall determine, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$25.00 per month or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear



interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver Of Use Or Abandonment Of Unit; Uncompleted Repair Work. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the





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

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability Of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).



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Section 7. Developer's Responsibility For Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the City of Milan, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

Section 8. Property Taxes And Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Water And Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium.

Section 10. Personal Property Tax Assessment Of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.



### **ARTICLE III**

#### **ARBITRATION/DEVELOPER CIVIL ACTIONS**

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

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

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

Section 4. Co-owner Approval For Civil Actions Against Developer And First Board Of Directors. In order to insure that such action has the support of the majority of the Co-owners, any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

### **ARTICLE IV**

#### **INSURANCE**

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all-risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion but in no event less than One Million Dollars per occurrence), officers and directors liability insurance, and workers' compensation insurance, if applicable, together with any other insurance the Association may deem applicable, desirable or necessary and pertinent to

the ownership, use and maintenance of the General Common Elements and the rear private lanes and such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his own Unit, including any improvements therein.
- (b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or representatives in light of commonly employed methods for the reasonable determination of replacement costs.
- (c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.



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Section 3. Responsibility of Co-owners. Each Co-owner shall be responsible for obtaining all-risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of a Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever, except for the rear private lanes. Each Co-owner shall also be obligated to obtain insurance coverage for the Co-owner's personal liability for occurrences within the perimeter of the Co-owner's Unit (naming the Association and the Developer as additional insureds) and also for any other personal insurance coverage that the Co-owner wishes to carry.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Co-owner.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the estimated or actual cost of repair. This provision shall not be construed to require replacement of trees and vegetation with equivalent trees or vegetation.

Section 2. Timely Reconstruction and Repair. If the damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with repair or replacement of the damaged areas without delay.



Section 3. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all maintenance, repair and replacement required within such Co-owner's Unit. If damage to the residence or other improvements constructed on a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed with repair or replacement of the damaged property without delay. This Section shall also be applicable in the event of damage during the course of construction of improvements on a Unit. All such reconstruction or repairs shall be subject to approval by the Architectural Control Committee as set forth in Article XI of the Master Deed.

Section 4. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (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 Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.



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

Section 5. Notification of FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000. The Association shall provide such other reasonable notice as may be required, from time to time by other institutional holders of mortgages upon Units.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## 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 residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. 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 cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 3. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in 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. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the yard areas of Condominium Units nor the Common Elements shall be used in any way for the drying, shaking or airing of clothing or other fabrics. 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 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. Motorcycles shall not be permitted on the Condominium Premises. 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 unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Parking in rear private lanes is prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part of the Association to the owners or users of any such improperly parked vehicles.





Section 5. Pets. No Co-owner shall maintain any animal, including household pets, in the Condominium except in compliance with the applicable ordinances of the City of Milan and except in compliance with the following provisions. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No 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 animal shall be left tied to the exterior of any residence in a Condominium Unit or any appurtenance thereto. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Dog runs may be permitted to be installed in accordance with the provisions of Article VII, Section 17 of these Bylaws. No savage or dangerous animal shall be kept and any Co-owner who causes any such animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as the result of such an animal on the premises, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose barking can be heard on a frequent or continuous basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animals from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such a violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged such as small birds, or fish.

Section 6. 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 without written permission from the Association and, during the Construction and Sales Period, from the Developer. Violations of this Section shall be specifically subject to the removal and abatement remedies set forth in Article XX, Section 1(c) below.

Section 7. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and



desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of the Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. After the Transitional Control Date, any such rules and regulations may be rescinded by the Board or upon the affirmative vote of fifty one (51%) of all Co-owners.

Section 8. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, rear private lanes, and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 9. Co-owner Maintenance. Each Co-owner shall maintain his Unit and all improvements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in 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 full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 10. Maintenance Obligations of the Association. The Association shall be responsible for the protection and the maintenance of the woodland areas within the Condominium, if any, the wetland areas within the Condominium, together with all common walkways and trails, if any, all in accordance with the requirements of the applicable ordinances of the City of Milan.

Section 11. Notification of Sale of Condominium Unit. It shall be the responsibility of the selling Co-owner to notify the Association of the sale of the Co-owner's Condominium Unit and to provide the purchaser with a set of the Condominium Documents. The Association shall provide a copy of the Condominium Documents to any Co-owner, mortgagee and prospective purchaser upon request and upon the payment of such reasonable copying and administrative costs as the Association may impose.

Section 12. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in the Condominium Documents and/or rules and regulations



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promulgated by the Board of Directors of the Association under Article VI, Section 7 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Developer.

- (a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI or in Article VII below shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, and may continue to do so during the entire Construction and Sales Period, or for so long as Developer continues to construct or proposes to construct additional residential structures or owns or holds an option or other enforceable interest in land for residential development within one mile of the Condominium Premises. Developer shall restore the areas so utilized to habitable status upon termination of use.
- (b) Enforcement of Bylaws. 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 Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section 13(b) shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.



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## **ARTICLE VII**

### **BUILDING AND USE RESTRICTIONS**

Section 1. Land and Building and Use Restrictions. Except as may be permitted by the appropriate officials of the City of Milan, all setback requirements shall be pursuant to the Building Code and Zoning Codes for the City of Milan.

Section 2. Dwelling Unit Size. Residences constructed within Units shall have a minimum square footage of 1,200 square feet.

Section 3. Establishment of Grade. The grade of any Unit in the Condominium shall not be changed from the approved grading plan, except with the consent of the Developer.

- (a) It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer. Each Co-owner covenants that he will not change the surface grade of his Unit in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and shall collect such costs in the manner provided in Article II hereof.
- (b) It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with the Utility Plan prepared by Mickalich and Associates, Inc. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be collected in the manner provided in Article II hereof.

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's approved landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been)



substantially completed. Landscaping installed by the Co-owner shall specifically include two 2 ½ caliper trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be either Red Oak, Crimson King, Shademaster, Honey Locust, Marshall's Seedless Ash, Greenspire Linden, or similar deciduous trees as approved by the Developer. In addition, the Co-owner shall install four 2' – 4' Evergreen trees at the rear of the Unit as set forth in the Developer's landscaping plan. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

Section 5. Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. At all other times, trash receptacles shall be maintained in the garages of the respective dwellings.

Section 6. Exterior Lighting. Garages shall be constructed with one (1) exterior lighting fixture operated by a photo-electric cell. Each Co-owner shall be responsible for the maintenance of such exterior lighting fixture.

Section 7. Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas shall be subject to the approval of the Architectural Control Committee prior to installation. A plan designating the size and location of same shall be submitted for approval.

Section 8. Temporary Structures. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

Section 9. Livestock and Poultry. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets. Such permitted household pets shall be maintained in compliance with Article VI, Section 5 of these Bylaws.

Section 10. Intersection Sight Distance. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Unit within a triangular area formed by the street lines and a connection line having a point twenty-five (25') feet from the intersection of such street lines which shall have a height that is more than two (2') feet; provided,

however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area.

Section 11. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall be provided by the Developer at a cost to the Co-owner of approximately Two Hundred (\$200.00) Dollars. No other mailboxes shall be permitted.

Section 12. Driveways. All driveways shall be paved with concrete or pavers (as determined by the Architectural Control Committee) and shall be completed within ninety (90) days after issuance of the certificate of occupancy for the residence on the Unit or, in the event of inclement weather, as soon thereafter as weather permits. The Architectural Control Committee, in its discretion, may approve alternative paving materials for the driveways.

Section 13. Swimming Pools. Inground pools and hot tubs may be installed if permitted by the City and the Architectural Control Committee. Any Co-owner intending to construct an inground pool or hot tub shall submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal. Any approved inground pool or hot tub shall be maintained by the Co-owner in a safe and clean condition and shall also be maintained in an appearance consistent with the standards of the Condominium. No above ground or freestanding swimming pools shall be permitted.

Section 14. Underground Utilities. All utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 15. Basketball Hoops. Basketball hoops are permitted on the garage or on the interior driveway side at the rear of the home.

Section 16. Tree Preservation. No Co-owner shall cut down or trim any tree located on the General Common Elements. Co-owners shall also comply with all applicable ordinances of the City of Milan including any woodlands regulations.

Section 17. Fences and Dog Runs. No fences shall be constructed on any Unit other than those approved by the Architectural Control Committee and in accordance with the approved fencing plan and as part of a landscaping plan. Fences shall be permitted around any inground swimming pool in accordance with the applicable ordinances of the City of Milan and subject to the prior written approval of the Architectural Control Committee. All fencing shall consist of green ornamental aluminum in the rear/side yards or white, composite polyurethane material in the front yard. No fence shall be placed within three (3') feet of the curb at the rear

private lane. All fencing shall otherwise comply with the approved fencing plan and, during the Construction and Sales Period, shall be subject to the approval of the Developer. Dog runs for permitted animals must be an integral part of the residence and shall be subject to the approval of the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening.

Section 18. Wetlands. Areas depicted as Wetlands on the Condominium Subdivision Plan shall not be disturbed without the prior approval of the City of Milan and the Michigan Department of Natural Resources, as the case may be. The Association shall maintain the wetlands in accordance with all applicable requirements of the City and the Department of Natural Resources. Co-owners are prohibited from clearing, trimming, grubbing and tree removal in the areas designated as Wetlands.

Section 19. Patios. Patios and patio walls shall be permissible; however, same shall be subject to the approval of the Architectural Control Committee.

Section 20. Decks. Decks on any Unit shall conform to the material specifications and the layout of the approved deck plan for the particular Unit type. Any variation to the approved deck plan shall be subject to the approval of the Architectural Control Committee and, during the Construction and Sales Period, of the Developer. All decks in the Condominium shall be painted white.

## ARTICLE VIII

### 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, 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 Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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



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## **ARTICLE IX**

### **VOTING**

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article XII, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one (1) vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent 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 provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee





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ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners.

## **ARTICLE X**

### **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 Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) 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 (50%) percent in number of the Units that may be created in the Condominium have been conveyed 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 nonDeveloper Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, 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 June 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 (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. 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. The President shall also call a



special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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 purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 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 inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 above for the giving of notice of meetings of members. Such solicitation 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 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 of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee

ballot, 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 Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## **ARTICLE XI**

### **ADVISORY COMMITTEE**

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

## **ARTICLE XII**

### **BOARD OF DIRECTORS**

Section 1. Qualifications Of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

#### Section 2. Election Of Directors.

- (a) First Board Of Directors. The first Board of Directors shall be comprised of one (1) person and such 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 nonDeveloper Co-owners to the Board. Immediately



prior to the appointment of the first nonDeveloper Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for nonDeveloper Co-owner directors shall be held as provided in subsections (b) and (c) below.

- (b) Appointment Of NonDeveloper Co-owners To Board Prior To First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the three (3) directors shall be elected by nonDeveloper Co-owners. When the required number of conveyances have been reached, the Developer shall notify the nonDeveloper Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer 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 Section 7 of this Article or he resigns or becomes incapacitated.
- (c) Election Of Directors At And After First Annual Meeting.
  - (i) Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to nonDeveloper Co-owner of seventy-five (75%) percent of the Units that may be created, the nonDeveloper Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
  - (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, the nonDeveloper 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 (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
  - (iii) If the calculation of the percentage of members of the Board of Directors that the nonDeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of



the Board of Directors multiplied by the percentage of Units held by the nonDeveloper Co-owners under subsection (b) results in a right of nonDeveloper 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 nonDeveloper 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 sub-section (i).

- (iv) At the First Annual Meeting, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) 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 X, Section 3 hereof.

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

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

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.



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- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium as provided in the Master Deed.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than seventy-five (75%) percent of all of the Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 7 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) 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 by the Condominium Documents required to be performed by the Board.
- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is 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 or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (l) To enforce the provisions of the Condominium Documents.



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Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, a Co-owner or resident or a person or company affiliated with a Co-owner or resident) at a 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. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall 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, under these Bylaws, to designate. Vacancies among nonDeveloper Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by nonDeveloper 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 (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the nonDeveloper Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the nonDeveloper Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the 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 Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or facsimile transmittal, at least five (5) 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 upon three (3) days' notice to each director, given personally, by mail, telephone or facsimile transmittal, 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 meeting 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 at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons 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. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 14. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.





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## **ARTICLE XIII**

### **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, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person.

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. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's 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 do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

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

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.



Section 8. 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 XIV**

### **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, the words "corporate seal" and "Michigan".

## **ARTICLE XV**

### **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 nonprivileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The 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 banks or savings associations 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.



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## **ARTICLE XVI**

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

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

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

## **ARTICLE XVII**

### **AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the 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 Bylaws.



Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held. The rights of mortgagees and the procedures for mortgagee approval shall be governed by Sections 90 and 90a of the Act. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not, in the Developer's discretion, materially alter or change the rights of a Co-owner or mortgagee.

Section 5. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XVIII

### COMPLIANCE

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



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## **ARTICLE XIX**

### **DEFINITIONS**

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

## **ARTICLE XX**

### **REMEDIES FOR DEFAULT**

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

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney'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.
- (c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.



- (d) Assessment Of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 7 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver Of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

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

Section 4. 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 XXI**

### **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 consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by



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Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and 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 or contract 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 XXII**

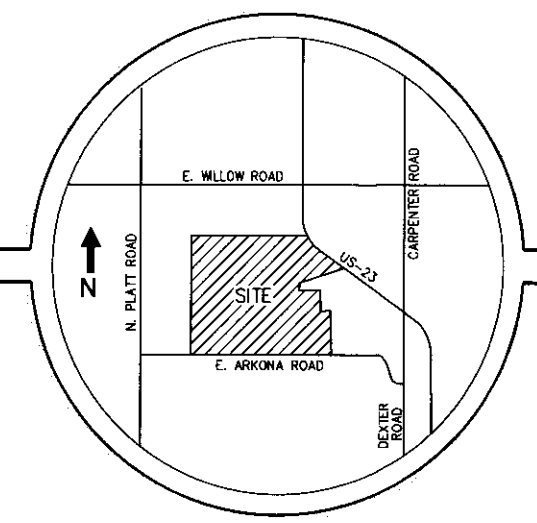
### **SEVERABILITY**

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

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**WASHTENAW COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 403  
EXHIBIT "B" TO MASTER DEED OF  
UPTOWN VILLAGE  
PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN**

ATTENTION COUNTY REGISTER OF DEEDS  
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE  
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER \_\_\_\_\_. THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYOR'S CERTIFICATE.



**LEGAL DESCRIPTION**

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South 1/4 corner of said section 26; thence N.01°24'53"W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; Thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

**PROPOSED FUTURE DEVELOPMENT**

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 1989.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line  
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;  
2) S.40°13'25"E., 377.52 feet;  
3) S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S.43°57'45"W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S.89°53'21"W., 46.97 feet; thence S.01°24'53"W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, said line also being the centerline of Arkona Road (66 feet wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

**PROPRIETOR**

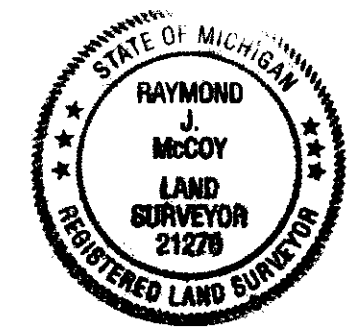
UPTOWN VILLAGE, LTD  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

**ENGINEER**

MICKALICH and ASSOCIATES, INC.  
2369 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 862-1900

**SHEET INDEX**

- 1 TITLE SHEET
- 2 SURVEY PLAN
- 3 SITE PLAN
- 4 CURVE DATA
- 5 UTILITY PLAN
- 6 UTILITY PLAN
- 7 COORDINATE PLAN



*Raymond J. McCoy*  
RAYMOND J. MCCOY  
R.L.S. NO. 21270



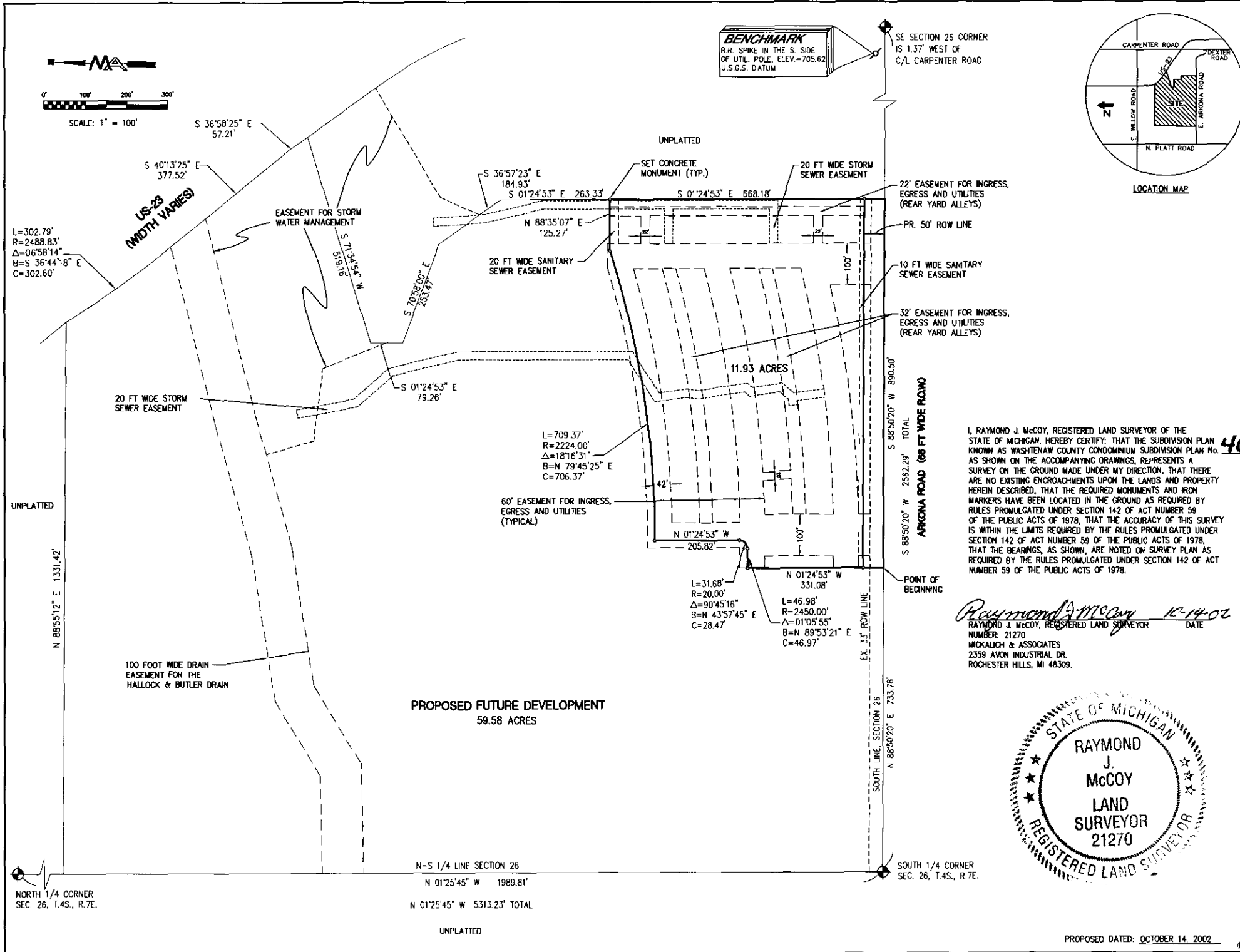
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Peggy M. Haines - Washtenaw Co. DMR



**M**  
**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING,  
SURVEYING, PLANNING  
2359 Avon Industrial Drive  
Rochester Hills, Michigan 48309  
PHONE: (248) 852-1070  
FAX: (248) 852-1070  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title  
**UPTOWN VILLAGE**

Sheet Title  
**SURVEY PLAN**

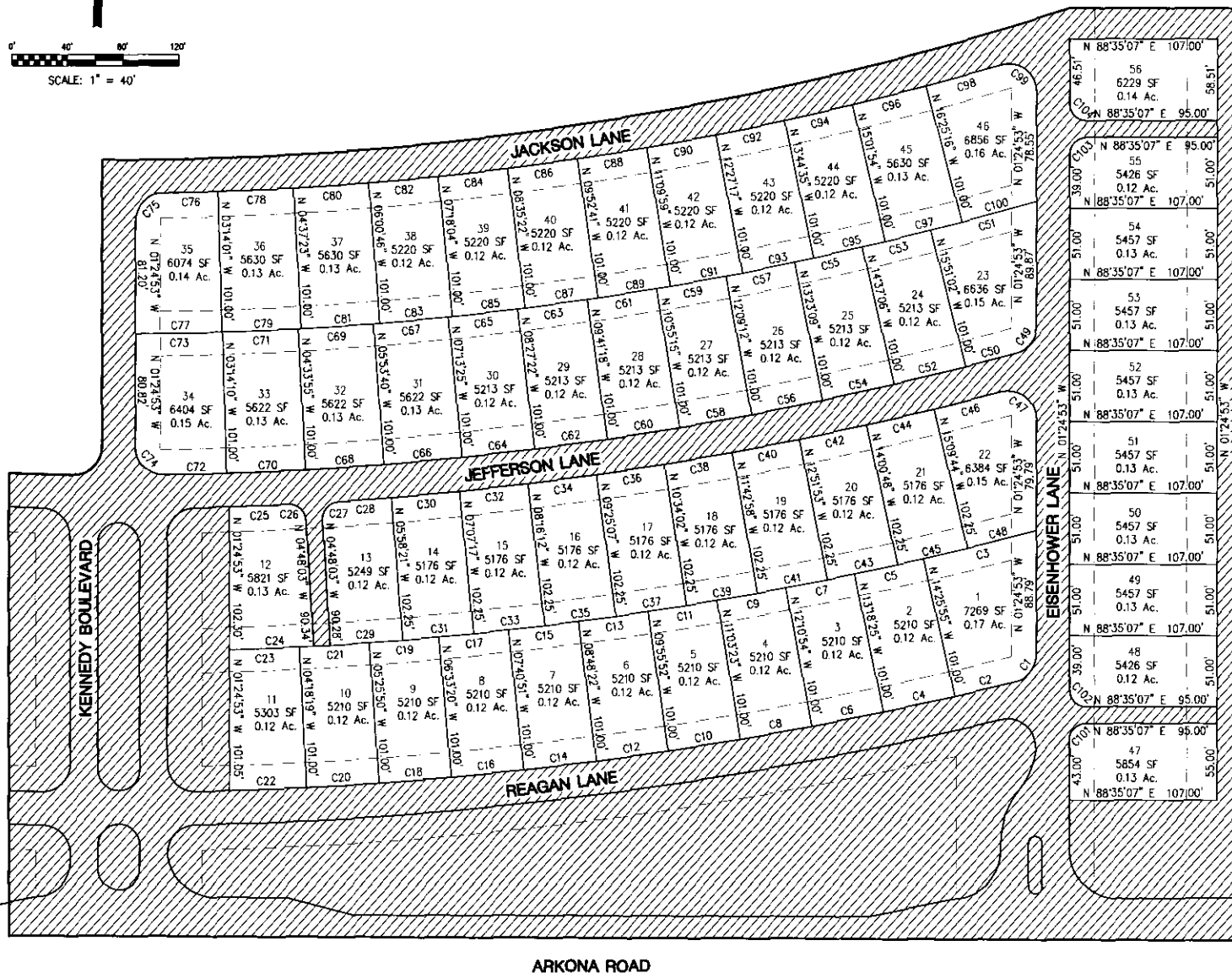
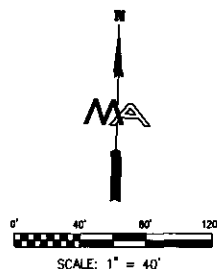
Client  
**UPTOWN VILLAGE, LTD**

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Scale		
Vertical		
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Drawn	JPH	
Checked	TMM	
Approved	JPH	
Date	5/9/02	
Job no.	01012	

Sheet no.

2

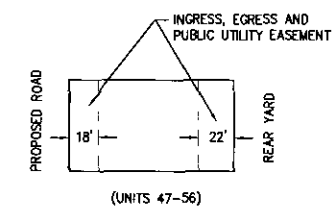
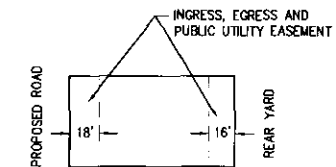
© 2002



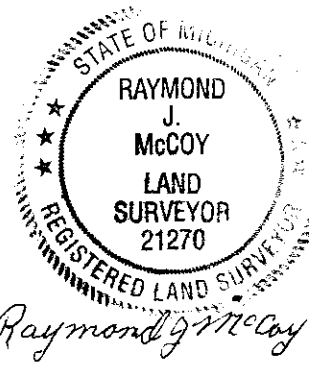
**LEGEND**

LIMIT OF OWNERSHIP

GENERAL COMMON ELEMENT



NOTE:  
 ADDITIONAL EASEMENTS REQUIRED FOR  
 STORM SEWER ALONG SIDE YARDS OF  
 CERTAIN UNITS. SEE SHEETS 5 & 6  
 FOR SEWER LINES.



**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING  
 SURVEYING PLANNING  
 2368 Avon Industrial Drive  
 Rochester Hills, Michigan 48308  
 PHONE: (248) 852-9000  
 FAX: (248) 852-9070  
 HTTP://WWW.MICKALICH.COM

Project Title  
**UPTOWN VILLAGE**

Sheet Title  
**SITE PLAN**

Client  
**UPTOWN VILLAGE, LTD**

Date Issued for By  
 \_\_\_\_\_  
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Drawn \_\_\_\_\_  
 Checked \_\_\_\_\_  
 Approved \_\_\_\_\_  
 Date \_\_\_\_\_

Job no.  
**01012**

Sheet no.  
**3**

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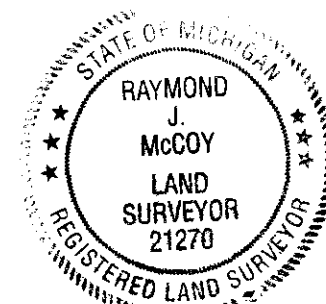


Peggy M. Haines - Washtenaw Co. DMA

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00'	26.54'	S 36°35'41" W	24.63'	76°01'08"
C2	2677.25'	45.04'	S 75°05'10" W	45.04'	00°57'50"
C3	2576.25'	84.20'	S 74°37'54" W	84.20'	01°52'21"
C4	2677.25'	52.58'	S 76°07'50" W	52.58'	01°07'31"
C5	2576.25'	50.59'	S 76°07'50" W	50.59'	01°07'31"
C6	2677.25'	52.58'	S 77°15'21" W	52.58'	01°07'31"
C7	2576.25'	50.59'	S 77°15'21" W	50.59'	01°07'31"
C8	2677.25'	52.58'	S 78°22'51" W	52.58'	01°07'31"
C9	2576.25'	50.59'	S 78°22'51" W	50.59'	01°07'31"
C10	2677.25'	52.58'	S 79°30'22" W	52.58'	01°07'31"
C11	2576.25'	50.59'	S 79°30'22" W	50.59'	01°07'31"
C12	2677.25'	52.58'	S 80°37'53" W	52.58'	01°07'31"
C13	2576.25'	50.59'	S 80°37'53" W	50.59'	01°07'31"
C14	2677.25'	52.58'	S 81°45'24" W	52.58'	01°07'31"
C15	2576.25'	50.59'	S 81°45'24" W	50.59'	01°07'31"
C16	2677.25'	52.58'	S 82°52'54" W	52.58'	01°07'31"
C17	2576.25'	50.59'	S 82°52'54" W	50.59'	01°07'31"
C18	2677.25'	52.58'	S 84°00'25" W	52.58'	01°07'31"
C19	2576.25'	50.59'	S 84°00'25" W	50.59'	01°07'31"
C20	2677.25'	52.58'	S 85°07'56" W	52.58'	01°07'31"
C21	2576.25'	50.59'	S 85°07'56" W	50.59'	01°07'31"
C22	2677.25'	55.05'	S 86°17'02" W	55.05'	01°10'42"
C23	2576.25'	49.96'	S 86°15'01" W	49.96'	01°06'40"
C24	2576.25'	60.24'	S 86°08'09" W	60.24'	01°20'23"
C25	2474.00'	42.31'	S 86°14'32" W	42.31'	00°58'48"
C26	12.00'	18.73'	S 49°31'28" E	16.89'	89°26'49"
C27	12.00'	18.79'	N 40°03'39" E	16.93'	89°43'24"
C28	2474.00'	38.65'	S 84°28'30" W	38.65'	00°53'42"
C29	2576.25'	52.68'	S 84°36'48" W	52.68'	01°10'18"
C30	2474.00'	49.60'	S 83°27'11" W	49.60'	01°08'55"
C31	2576.25'	51.65'	S 83°27'11" W	51.65'	01°08'55"
C32	2474.00'	49.60'	S 82°18'16" W	49.60'	01°08'55"
C33	2576.25'	51.65'	S 82°18'16" W	51.65'	01°08'55"
C34	2474.00'	49.60'	S 81°09'21" W	49.60'	01°08'55"
C35	2576.25'	51.65'	S 81°09'21" W	51.65'	01°08'55"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C36	2474.00'	49.60'	S 80°00'25" W	49.60'	01°08'55"
C37	2576.25'	51.65'	S 80°00'25" W	51.65'	01°08'55"
C38	2474.00'	49.60'	S 78°51'30" W	49.60'	01°08'55"
C39	2576.25'	51.65'	S 78°51'30" W	51.65'	01°08'55"
C40	2474.00'	49.60'	S 77°42'35" W	49.60'	01°08'55"
C41	2576.25'	51.65'	S 77°42'35" W	51.65'	01°08'55"
C42	2474.00'	49.60'	S 76°33'39" W	49.60'	01°08'55"
C43	2576.25'	51.65'	S 76°33'39" W	51.65'	01°08'55"
C44	2474.00'	49.60'	S 75°24'44" W	49.60'	01°08'55"
C45	2576.25'	51.65'	S 75°24'44" W	51.65'	01°08'55"
C46	2474.00'	50.50'	S 74°15'11" W	50.50'	01°10'10"
C47	20.00'	36.62'	S 53°52'23" E	31.72'	104°55'01"
C48	2576.25'	51.37'	S 74°16'00" W	51.37'	01°08'33"
C49	20.00'	26.07'	S 35°55'32" W	24.26'	74°40'51"
C50	2450.00'	37.77'	S 73°42'28" W	37.77'	00°53'00"
C51	2349.00'	79.25'	S 73°10'58" W	79.25'	01°55'59"
C52	2450.00'	52.70'	S 74°45'56" W	52.70'	01°13'57"
C53	2349.00'	50.53'	S 74°45'56" W	50.53'	01°13'57"
C54	2450.00'	52.70'	S 75°59'53" W	52.70'	01°13'57"
C55	2349.00'	50.53'	S 75°59'53" W	50.53'	01°13'57"
C56	2450.00'	52.70'	S 77°13'50" W	52.70'	01°13'57"
C57	2349.00'	50.53'	S 77°13'50" W	50.53'	01°13'57"
C58	2450.00'	52.70'	S 78°27'46" W	52.70'	01°13'57"
C59	2349.00'	50.53'	S 78°27'46" W	50.53'	01°13'57"
C60	2450.00'	52.70'	S 79°41'43" W	52.70'	01°13'57"
C61	2349.00'	50.53'	S 79°41'43" W	50.53'	01°13'57"
C62	2450.00'	52.70'	S 80°55'40" W	52.70'	01°13'57"
C63	2349.00'	50.53'	S 80°55'40" W	50.53'	01°13'57"
C64	2450.00'	52.70'	S 82°09'37" W	52.70'	01°13'57"
C65	2349.00'	50.53'	S 82°09'37" W	50.53'	01°13'57"
C66	2450.00'	56.83'	S 83°26'28" W	56.83'	01°19'45"
C67	2349.00'	54.49'	S 83°26'28" W	54.49'	01°19'45"
C68	2450.00'	56.83'	S 84°46'13" W	56.83'	01°19'45"
C69	2349.00'	54.49'	S 84°46'13" W	54.49'	01°19'45"
C70	2450.00'	56.83'	S 86°05'57" W	56.83'	01°19'45"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C71	2349.00'	54.49'	S 86°05'57" W	54.49'	01°19'45"
C72	2450.00'	45.62'	S 87°17'50" W	45.62'	01°04'01"
C73	2349.00'	62.68'	S 87°31'42" W	62.67'	01°31'43"
C74	20.00'	31.68'	N 46°47'31" W	28.47'	90°45'16"
C75	20.00'	31.13'	N 43°10'52" E	28.08'	89°11'30"
C76	2248.00'	39.65'	S 87°16'18" W	39.65'	01°00'38"
C77	2349.00'	62.57'	S 87°31'46" W	62.57'	01°31'35"
C78	2248.00'	54.52'	S 86°04'18" W	54.51'	01°23'22"
C79	2349.00'	56.97'	S 86°04'18" W	56.96'	01°23'22"
C80	2248.00'	54.52'	S 84°40'56" W	54.51'	01°23'22"
C81	2349.00'	56.97'	S 84°40'56" W	56.96'	01°23'22"
C82	2248.00'	50.55'	S 83°20'35" W	50.55'	01°17'18"
C83	2349.00'	52.82'	S 83°20'35" W	52.82'	01°17'18"
C84	2248.00'	50.55'	S 82°03'17" W	50.55'	01°17'18"
C85	2349.00'	52.82'	S 82°03'17" W	52.82'	01°17'18"
C86	2248.00'	50.55'	S 80°45'59" W	50.55'	01°17'18"
C87	2349.00'	52.82'	S 80°45'59" W	52.82'	01°17'18"
C88	2248.00'	50.55'	S 79°28'40" W	50.55'	01°17'18"
C89	2349.00'	52.82'	S 79°28'40" W	52.82'	01°17'18"
C90	2248.00'	50.55'	S 78°11'22" W	50.55'	01°17'18"
C91	2349.00'	52.82'	S 78°11'22" W	52.82'	01°17'18"
C92	2248.00'	50.55'	S 76°54'04" W	50.55'	01°17'18"
C93	2349.00'	52.82'	S 76°54'04" W	52.82'	01°17'18"
C94	2248.00'	50.55'	S 75°36'45" W	50.55'	01°17'18"
C95	2349.00'	52.82'	S 75°36'45" W	52.82'	01°17'18"
C96	2248.00'	54.52'	S 74°16'25" W	54.51'	01°23'22"
C97	2349.00'	56.97'	S 74°16'25" W	56.96'	01°23'22"
C98	2248.00'	56.38'	S 72°51'37" W	56.38'	01°26'13"
C99	20.00'	37.16'	S 54°38'11" E	32.04'	106°26'36"
C100	2349.00'	55.86'	S 72°53'51" W	55.86'	01°21'45"
C101	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C102	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C103	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C104	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"



Raymond J. McCoy

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

CURVE DATA

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical

Horizontal

Drawn

Checked

Approved

Date

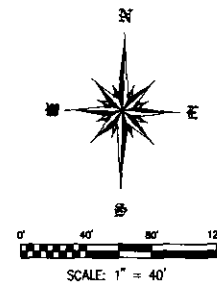
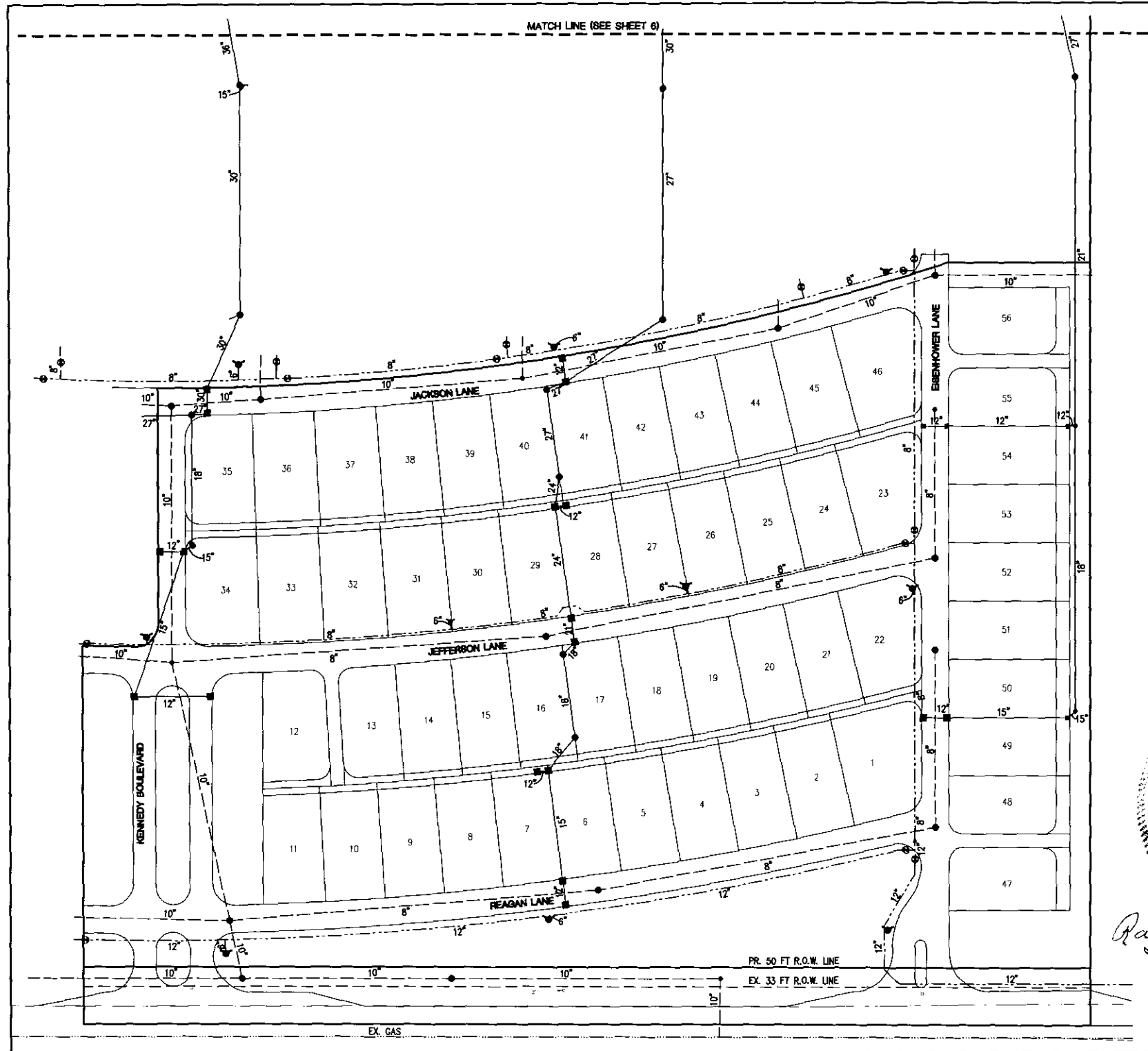
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01012

Sheet no.

4

5343461  
 Page: 63 of 65  
 10/29/2002 08:36A  
 L-4177 P-302  
 Peggy M. Haines - Washtenaw Co., DMR

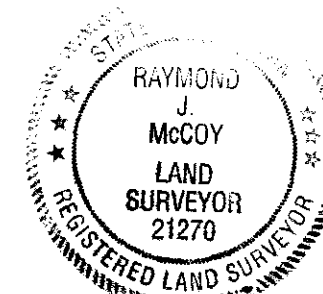


#### LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- ⊕ PR. HYDRANT
- ⊗ PR. GATE VALVE

#### NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



*Raymond J. McCoy*

**M**  
**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING,  
 SURVEYING, PLANNING  
 2389 Avon Industrial Drive  
 Rochester Hills, Michigan 48309  
 PHONE: (248) 862-8000  
 FAX: (248) 862-1070  
 HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

UTILITY PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical Horizontal 1" = 40'

Drawn JPH

Checked JPH

Approved JPH

Date 5-24-02

Job No. 01012

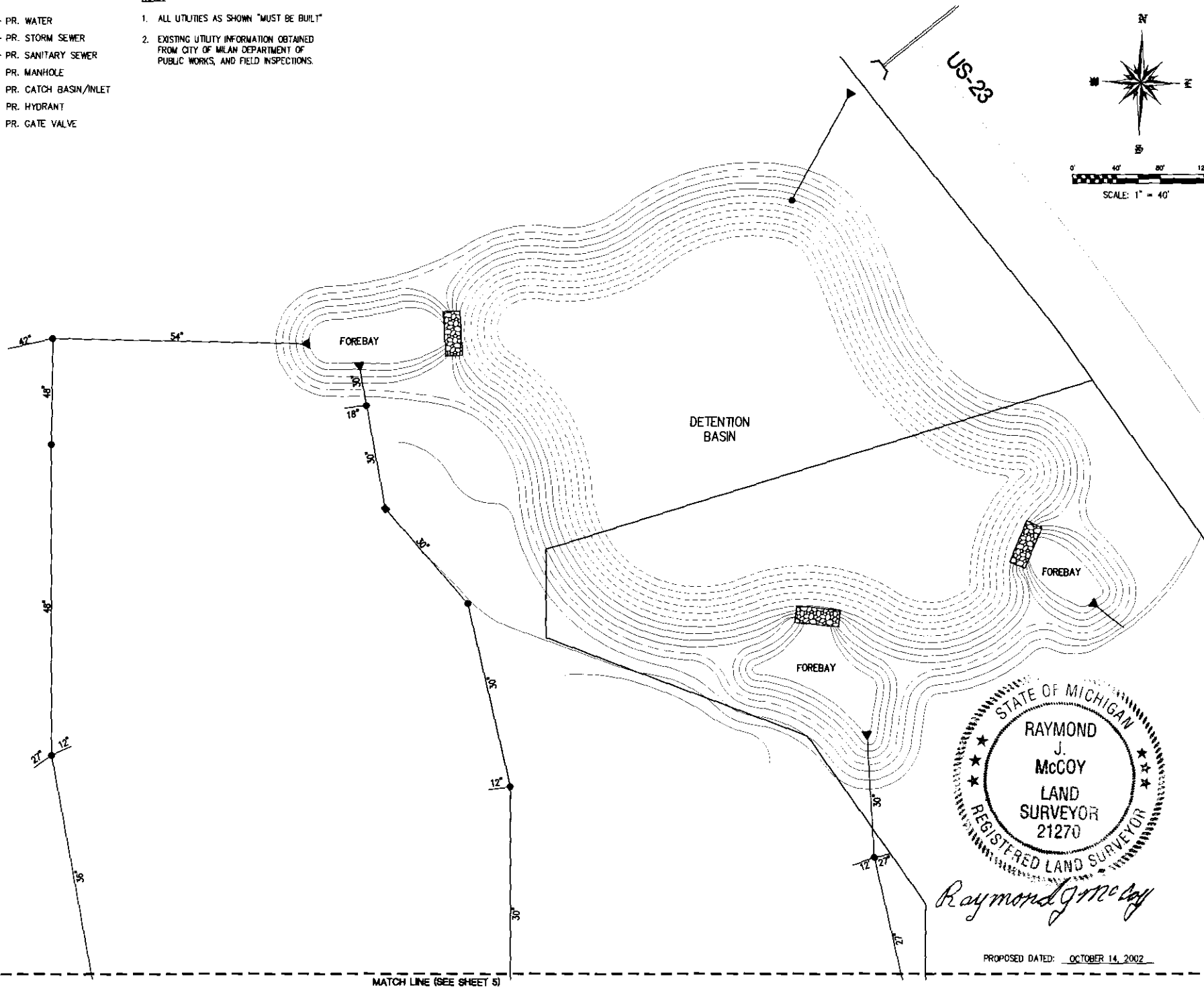
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LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

NOTES

1. ALL UTILITIES AS SHOWN "MUST BE BUILT"
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.



**M**  
**MICKALICH and ASSOCIATES, INC.**  
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Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

UTILITY PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical

Horizontal 1" = 40'

Drawn JPH

Checked TMB

Approved JPM

Date 6-01-02

Job no.

01012

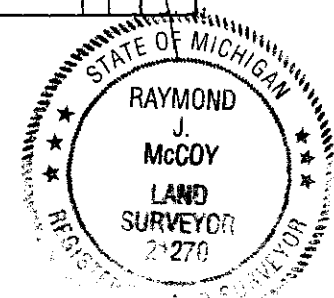
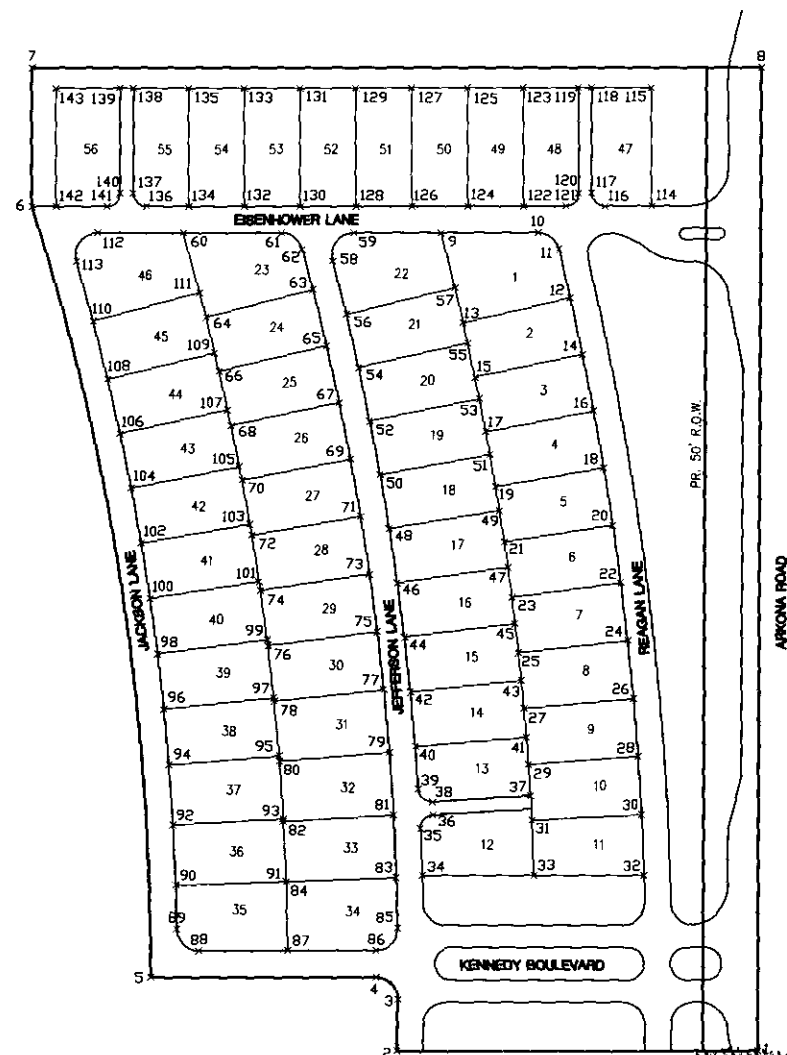
Sheet no.

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5343461  
Page: 65 of 65  
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L-4177 P-302  
Peggy M. Haines - Washtenaw Co. DMR



POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	6470.31	1443.01	49	6718.66	1926.04	97	6921.26	1752.10
2	6801.29	1434.83	50	6828.76	1955.95	98	7028.43	1789.33
3	6801.38	1481.81	51	6726.64	1976.71	99	6928.56	1804.41
4	6821.87	1501.57	52	6839.32	2004.41	100	7036.54	1839.22
5	7027.63	1496.49	53	6739.64	2027.18	101	6937.04	1856.55
6	7153.24	2191.60	54	6830.85	2052.65	102	7043.77	1888.92
7	7156.34	2316.83	55	6751.64	2077.41	103	6946.69	1908.48
8	6488.36	2333.32	56	6863.34	2100.65	104	7056.12	1938.40
9	6778.58	2176.85	57	6764.65	2127.46	105	6957.50	1960.18
10	6689.82	2179.04	58	6877.04	2149.26	106	7067.58	1987.64
11	6670.04	2164.35	59	6858.34	2174.88	107	6969.47	2011.63
12	6658.45	2120.83	60	7014.46	2171.02	108	7080.14	2036.60
13	6756.26	2095.66	61	6924.62	2173.24	109	6982.59	2062.80
14	6645.85	2069.79	62	6904.97	2159.00	110	7094.91	2089.08
15	6744.14	2046.34	63	6894.37	2122.75	111	6996.03	2117.63
16	6634.25	2018.51	64	6991.53	2095.16	112	7082.99	2169.08
17	6732.98	1997.20	65	6880.53	2071.90	113	7111.53	2142.95
18	6623.66	1967.01	66	6976.26	2046.41	114	6585.88	2205.81
19	6722.79	1947.64	67	6867.78	2020.77	115	6588.52	2312.56
20	6614.09	1915.31	68	6966.03	1997.39	116	6628.86	2204.35
21	6713.57	1897.89	69	6856.13	1969.37	117	6641.16	2216.25
22	6605.53	1863.44	70	6954.86	1948.11	118	6643.50	2311.22
23	6705.34	1847.98	71	6845.59	1917.74	119	6655.50	2310.92
24	6597.99	1811.41	72	6944.76	1898.60	120	6653.15	2215.35
25	6698.08	1797.91	73	6838.16	1865.89	121	6684.85	2203.66
26	6591.47	1759.24	74	6935.72	1848.88	122	6703.84	2202.70
27	6691.81	1747.70	75	6827.85	1813.85	123	6706.48	2309.67
28	6583.98	1706.85	76	6927.75	1799.00	124	6754.83	2201.44
29	6688.53	1697.39	77	6820.66	1761.64	125	6757.47	2308.41
30	6581.52	1654.56	78	6820.86	1748.94	126	6805.81	2200.18
31	6682.24	1646.98	79	6814.17	1705.18	127	6808.45	2307.15
32	6577.95	1598.62	80	6914.64	1684.81	128	6856.80	2198.82
33	6678.97	1597.13	81	6808.99	1648.59	129	6859.44	2305.89
34	6781.24	1594.60	82	6909.67	1640.55	130	6907.78	2197.86
35	6784.01	1636.83	83	6805.12	1591.88	131	6910.42	2304.63
36	6773.05	1648.67	84	6905.96	1586.18	132	6958.76	2196.40
37	6684.01	1669.19	85	6802.97	1546.31	133	6961.41	2303.37
38	6773.97	1661.64	86	6827.47	1525.56	134	7009.75	2195.14
39	6786.83	1672.53	87	6903.26	1523.57	135	7012.38	2302.11
40	6790.83	1711.00	88	6984.43	1521.56	136	7048.74	2194.18
41	6688.95	1721.64	89	7004.91	1540.78	137	7061.03	2205.88
42	6796.30	1760.28	90	7006.80	1580.38	138	7063.37	2300.85
43	6694.84	1772.95	91	6905.96	1586.08	139	7075.37	2300.56
44	6802.94	1808.43	92	7010.53	1634.77	140	7073.03	2205.58
45	6701.76	1824.14	93	6909.86	1642.91	141	7084.73	2193.29
46	6810.57	1858.44	94	7015.58	1689.05	142	7131.22	2182.14
47	6709.70	1876.17	95	6915.14	1699.63	143	7133.86	2299.11
48	6819.18	1907.29	96	7021.44	1739.26			



Raymond J. McCoy  
PROPOSED DATED: OCTOBER 14, 2002

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING, SURVEYING, PLANNING  
2359 Avon Industrial Drive  
Farmington Hills, Michigan 48334  
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FAX: (248) 882-3070  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

COORDINATE PLAN

Client

UPTOWN VILLAGE, LTD

Date

Issued for

By

Scale

Vertical

Horizontal

Drawn

Checked

Approved

Date

Job no.

01012

Sheet no.

7



# **FIRST AMENDMENT TO MASTER DEED**

## **UPTOWN VILLAGE**

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, and Uptown Village Association, a Michigan nonprofit corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165 hereby amend the Master Deed and Bylaws (Exhibit "A" to the Master Deed) of Uptown Village, pursuant to the authority reserved in Article XIII of the Master Deed and Article XVII of the Bylaws to clarify the easement for ingress and egress over rear private lanes, to provide for an easement area for yard purposes and for maintenance of fences on certain Condominium Units, to provide for payment of the Arkona Road special assessment by the Co-owners, and to modify certain building and use restrictions in the Condominium.

Said Master Deed and Bylaws are amended in the following manner:

1. First Amended IX-16 of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IX-16 of the Master Deed as originally recorded, and the originally recorded Article IX-16 shall be of no further force or effect.

### **FIRST AMENDED ARTICLE IX-16 OF THE MASTER DEED OF UPTOWN VILLAGE**

#### **ARTICLE IX**

#### **EASEMENTS**

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**16. EASEMENTS FOR INGRESS AND EGRESS  
(REAR PRIVATE LANES)**

Each Unit consisting of the Developer's Uptown product is subject to a private easement for ingress, egress, and utilities (rear private lanes, or alleys) as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto), including any additional areas as may be necessary for turn radii for utility and commercial vehicular traffic reasonably anticipated in the Condominium. The Association shall be responsible for the maintenance, repair, and replacement of the paved portion of the rear private lanes. The Association, acting through its Board of Directors, may promulgate such rules and regulations regarding the use of these rear private lanes as may be reasonable and necessary for the administration and use thereof by the Co-owners. Normal ingress and egress and use of these rear private lanes shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit; provided, however, no Co-owner shall prohibit, restrict, limit, or in any manner interfere with normal ingress or egress or use by any other Co-owner of any of the rear private lanes.

2. Upon recordation of this Amendment in the office of the Washtenaw County Register of Deeds, Article IX of the Master Deed shall be amended to add a Section 20 thereto as follows:

**ARTICLE IX**

**EASEMENTS**

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**20. EASEMENT FOR YARD PURPOSES  
AND FOR MAINTENANCE OF FENCE**

Certain of the Condominium Units, as depicted on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are subject to an easement for the benefit of the owners of the adjacent Condominium Unit for yard purposes and for the installation and maintenance of a fence. The owners of the adjacent Condominium Unit shall have the right to install a fence in the easement area, subject to the approval of the Developer and not to exceed 4 feet in height, as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). In the event that the owners of the adjacent Unit install a fence in the easement area, the owners of the adjacent Unit shall have the exclusive right to use the easement area for yard purposes; however, in such an event, the owners of the adjacent Unit shall be responsible for the maintenance and landscaping of the easement area and for the maintenance, repair and replacement of the fence in the easement area. The owners of the adjacent Unit shall indemnify and hold the Co-owner of the Unit subject to the easement harmless from any liability arising out of the use of the easement area by the owners of the adjacent Unit. The Co-owner of the Unit that is subject to this easement, shall have the right to access the easement area to perform maintenance on the Co-owner's residential structure.





3. First Amended Article II, Section 9 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II, Section 9 of the Bylaws as originally recorded, and the originally recorded Article II, Section 9 shall be of no further force or effect.

**FIRST AMENDED ARTICLE II, SECTION 9  
OF THE BYLAWS OF UPTOWN VILLAGE**

## ARTICLE II

## **ASSESSMENTS**

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**Section 9. Water and Sewer Assessments and Arkona Road Special Assessment District.** The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium. The individual Co-owners shall also be responsible for the payment of special assessments levied by the City of Milan in regard to the Arkona Road special assessment district.

4. First Amended Article VII, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 4 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 4 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 4  
OF THE BYLAWS OF UPTOWN VILLAGE**

## **ARTICLE VII**

## **BUILDING AND USE RESTRICTIONS**

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Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the Developer's landscaping plan and with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

5. First Amended Article VII, Section 15 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 15 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 15 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 15  
OF THE BYLAWS OF UPTOWN VILLAGE**

**ARTICLE VII**

**BUILDING AND USE RESTRICTIONS**

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Section 15. Basketball Hoops. Basketball hoops are permitted on the garage or on the interior driveway side at the rear of the home for each home consisting of the Developer's Uptown


product. No basketball hoops are permitted to be mounted on the dwelling or the garage of the Developer's Hometown product. Only temporary basketball hoops shall be permitted and shall be stored in the garage of the Developer's Hometown product with the garage door closed each evening or when not in use.

6. Sheets 1, 2, 3, 4, 5, 6 and 7 of Replat #1 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Uptown Village, and the aforescribed originally recorded Sheets shall be of no further force and effect.


In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Tax ID No.  
191926400004 PT

Uptown Village, Ltd., a Michigan corporation

By:   
Phillip W. McCafferty  
Its: President

Uptown Village Association, a Michigan nonprofit corporation

By:   
Phillip W. McCafferty  
Its: President

STATE OF MICHIGAN )  
 )SS  
COUNTY OF OAKLAND )

On the 13<sup>th</sup> day of June, 2003, the foregoing First Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the

President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

[Signature]  
Notary Public, OAKland  
County, Michigan  
My Commission Expires:  
5/27/2007

VICTORIA CROUME  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES May 28, 2007

STATE OF MICHIGAN     )  
                                  )SS  
COUNTY OF OAKLAND    )

On the 13<sup>th</sup> day of June, 2003, the foregoing First Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village Association, a Michigan nonprofit corporation, who stated that the foregoing First Amendment had received the consent of at least two-thirds of the Co-owners duly authorizing the execution of the First Amendment by the nonprofit corporation.

[Signature]  
Notary Public, OAKland  
County, Michigan  
My Commission Expires:  
5/27/2007

VICTORIA CROUME  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES May 28, 2007

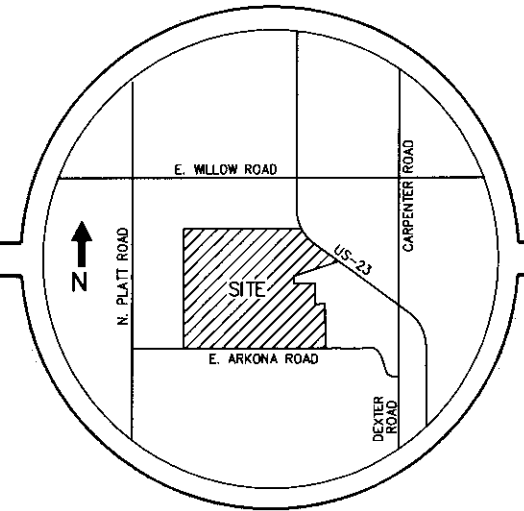
FIRST AMENDMENT TO MASTER DEED DRAFTED BY  
AND WHEN RECORDED RETURN TO:

Samuel K. Hodgdon, Esq.  
Uptown Village, Ltd.  
P.O. Box 308  
New Hudson, MI 48165  
(248) 684.1234

# REPLAT No 1 TO THE EXHIBIT "B" TO MASTER DEED OF UPTOWN VILLAGE WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 403

PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS  
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE  
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER . THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYOR'S CERTIFICATE.



## LEGAL DESCRIPTION

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South 1/4 corner of said section 26; thence N.01°24'53"W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; Thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

## PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 1989.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line  
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;  
2) S.40°13'25"E., 377.52 feet;  
3) S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S.43°57'45"W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S.89°53'21"W., 46.97 feet; thence S.01°24'53"W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, said line also being the centerline of Arkona Road (66 feet wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

## PROPRIETOR

UPTOWN VILLAGE, LTD  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

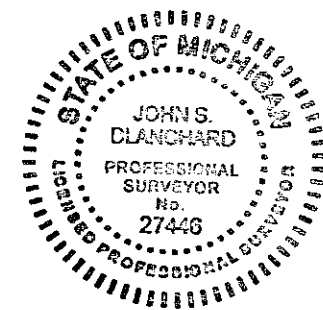
## ENGINEER

MICKALICH and ASSOCIATES, INC.  
2359 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 852-1900

## SHEET INDEX

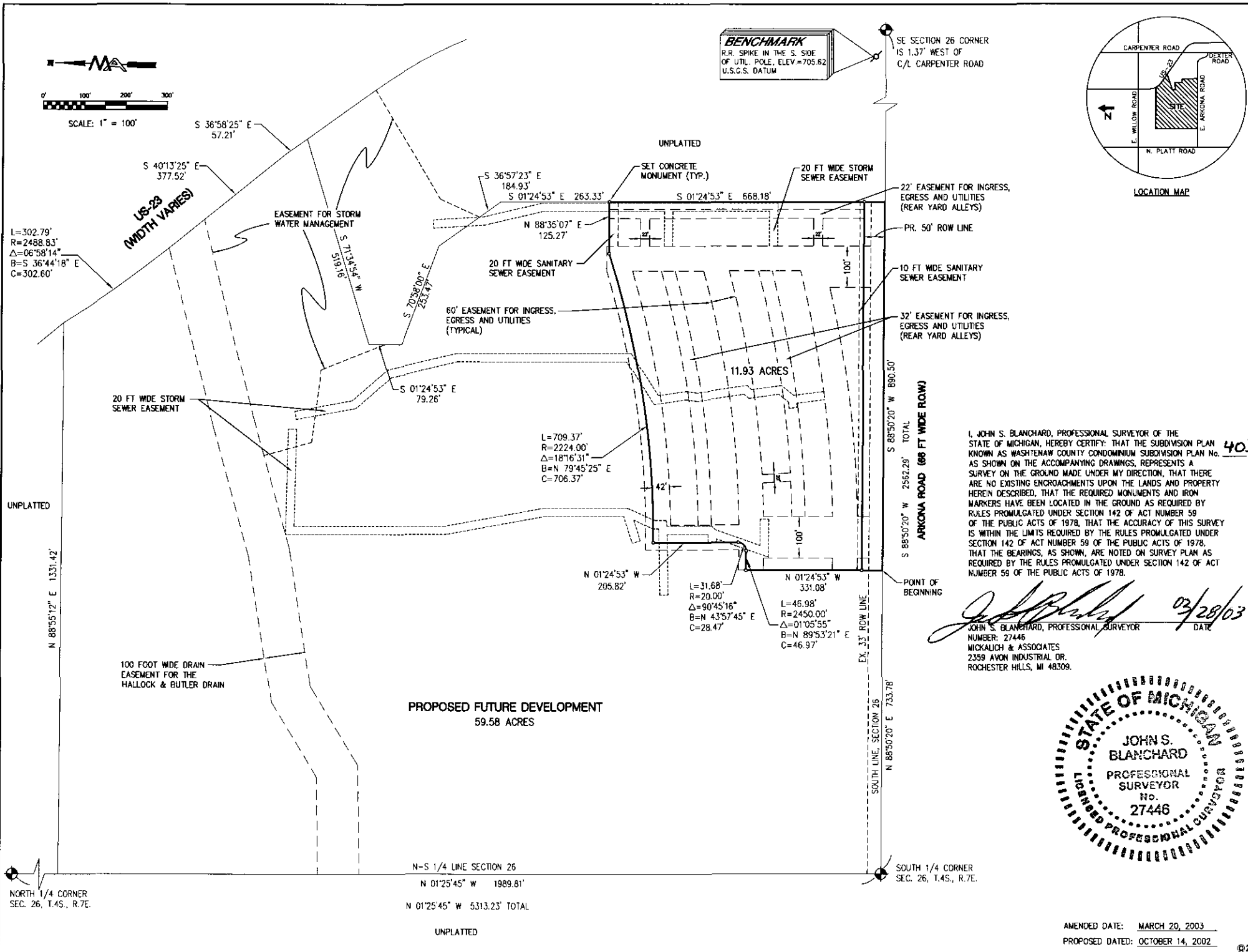
- \* 1 TITLE SHEET
- \* 2 SURVEY PLAN
- \* 3 SITE PLAN
- \* 4 CURVE DATA
- \* 5 UTILITY PLAN
- \* 6 UTILITY PLAN
- \* 7 COORDINATE PLAN

\* DENOTES SHEETS AMENDED  
ON MARCH 20, 2003



AMENDED DATE: MARCH 20, 2003  
PROPOSED DATED: OCTOBER 14, 2002

JOHN S. BLANCHARD  
P.S. No. 27446



**MICKALICH and  
ASSOCIATES, INC.**  
CIVIL ENGINEERING,  
SURVEYING, PLANNING  
2369 Avon Industrial Drive  
Rochester Hills, Michigan 48309  
PHONE: (248) 852-1800  
FAX: (248) 852-1070  
[HTTP://WWW.MICKALICH.COM](http://www.mickalich.com)

**Engineer's Seal**

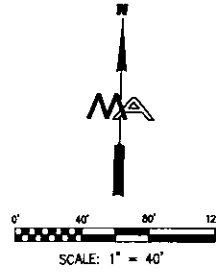
Project Title  
**UPTOWN VILLAGE**

Sheet Title

**SURVEY PLAN**

Client  
UPTOWN VILLAGE, LTD

Date	Issued for	By
Scale		
Vertical		
Horizontal	1"=100'	
Drawn		
Checked	TMB	
Approved	APM	
Date	8/19/02	
Job no.		
01012		
Sheet no.		



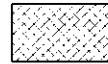
### LEGEND



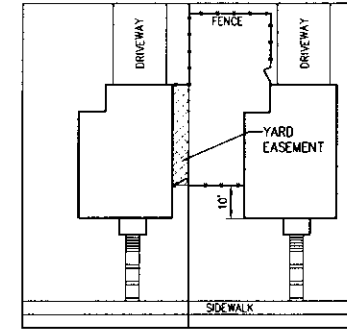
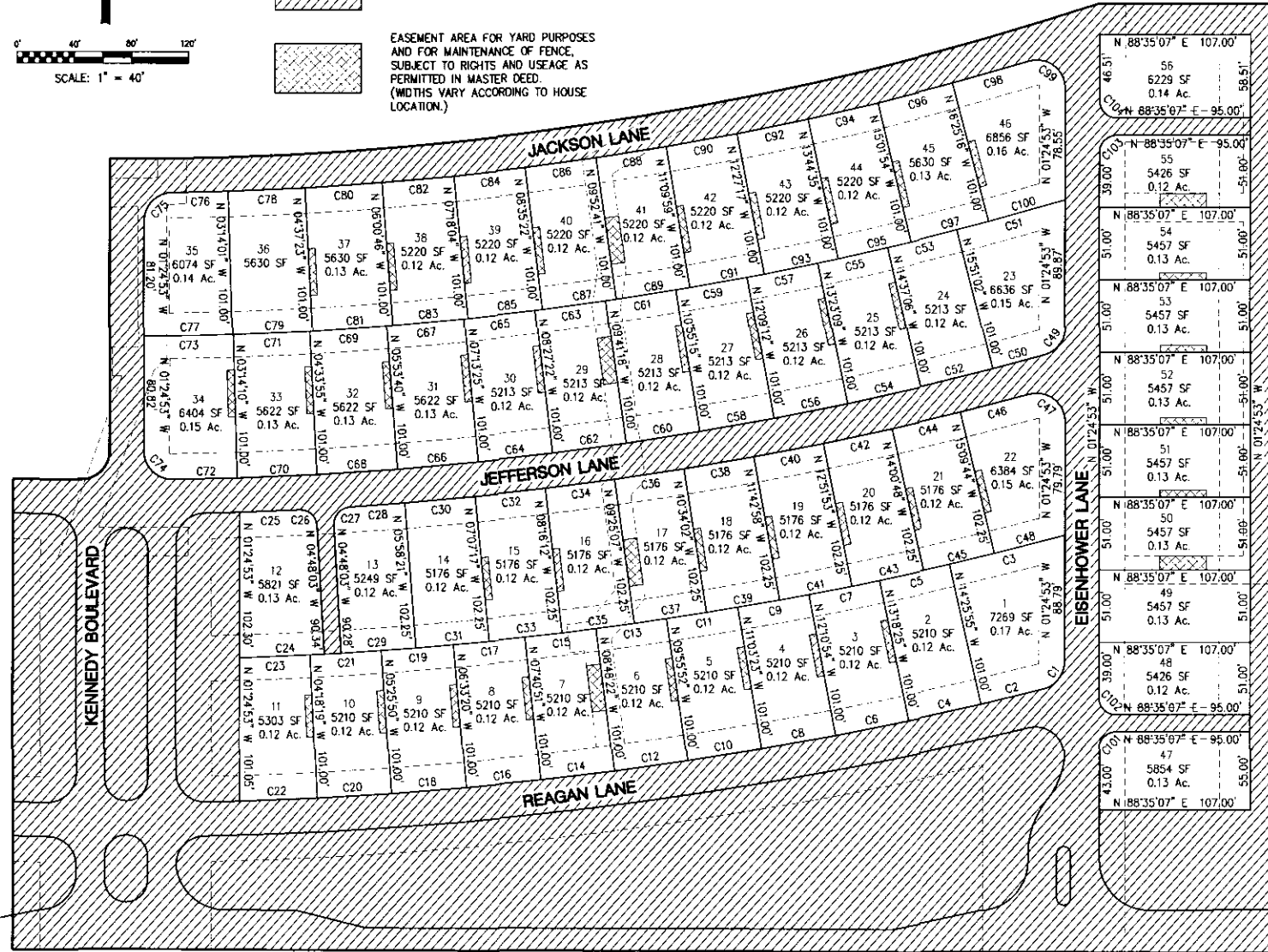
LIMIT OF OWNERSHIP



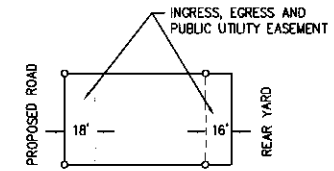
GENERAL COMMON ELEMENT



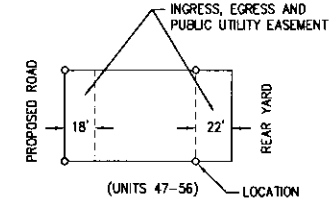
EASEMENT AREA FOR YARD PURPOSES  
AND FOR MAINTENANCE OF FENCE,  
SUBJECT TO RIGHTS AND USAGE AS  
PERMITTED IN MASTER DEED.  
(WIDTHS VARY ACCORDING TO HOUSE  
LOCATION.)



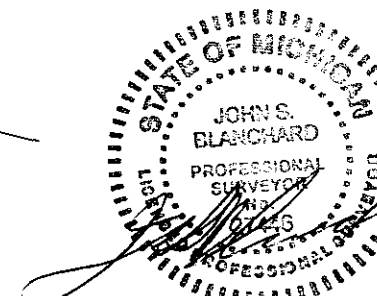
UNIT DETAIL FOR FENCE LOCATION  
(NOT TO SCALE)



TYPICAL UNIT  
(EXCEPT WHERE NOTED)



(UNITS 47-56)



AMENDED DATE: MARCH 20, 2003  
PROPOSED DATE: OCTOBER 14, 2002

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING,  
SURVEYING, PLANNING  
2359 Avon Industrial Drive  
Rochester Hills, Michigan 48309  
PHONE: (248) 853-8800  
FAX: (248) 853-1070  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title  
**UPTOWN VILLAGE**

Sheet Title  
**SITE PLAN**

Client  
**UPTOWN VILLAGE, LTD**

Date	Issued for	By
Scale	Vertical: 1" = 40'	
Horizontal		
Drawn	JPH	
Checked	TMB	
Approved	APM	
Date	5/6/02	
Job no.		

01012

Sheet no.

3

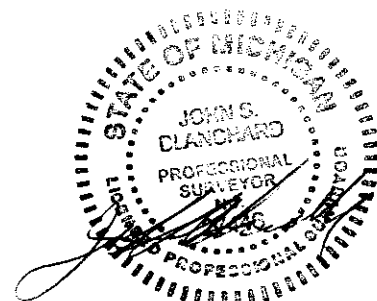


Peggy M Haines, Washnetaw DRAAM 5442427

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00'	26.54'	S 36°35'41" W	24.63'	76°01'08"
C2	2677.25'	45.04'	S 75°05'10" W	45.04'	00°57'50"
C3	2576.25'	84.20'	S 74°37'54" W	84.20'	01°52'21"
C4	2677.25'	52.58'	S 76°07'50" W	52.58'	01°07'31"
C5	2576.25'	50.59'	S 76°07'50" W	50.59'	01°07'31"
C6	2677.25'	52.58'	S 77°15'21" W	52.58'	01°07'31"
C7	2576.25'	50.59'	S 77°15'21" W	50.59'	01°07'31"
C8	2677.25'	52.58'	S 78°22'51" W	52.58'	01°07'31"
C9	2576.25'	50.59'	S 78°22'51" W	50.59'	01°07'31"
C10	2677.25'	52.58'	S 79°30'22" W	52.58'	01°07'31"
C11	2576.25'	50.59'	S 79°30'22" W	50.59'	01°07'31"
C12	2677.25'	52.58'	S 80°37'53" W	52.58'	01°07'31"
C13	2576.25'	50.59'	S 80°37'53" W	50.59'	01°07'31"
C14	2677.25'	52.58'	S 81°45'24" W	52.58'	01°07'31"
C15	2576.25'	50.59'	S 81°45'24" W	50.59'	01°07'31"
C16	2677.25'	52.58'	S 82°52'54" W	52.58'	01°07'31"
C17	2576.25'	50.59'	S 82°52'54" W	50.59'	01°07'31"
C18	2677.25'	52.58'	S 84°00'25" W	52.58'	01°07'31"
C19	2576.25'	50.59'	S 84°00'25" W	50.59'	01°07'31"
C20	2677.25'	52.58'	S 85°07'56" W	52.58'	01°07'31"
C21	2576.25'	50.59'	S 85°07'56" W	50.59'	01°07'31"
C22	2677.25'	55.05'	S 86°17'02" W	55.05'	01°10'42"
C23	2576.25'	49.96'	S 86°15'01" W	49.96'	01°06'40"
C24	2576.25'	60.24'	S 86°08'09" W	60.24'	01°20'23"
C25	2474.00'	42.31'	S 86°14'32" W	42.31'	00°58'48"
C26	12.00'	18.73'	S 49°31'28" E	16.89'	89°26'49"
C27	12.00'	18.79'	N 40°03'39" E	16.93'	89°43'24"
C28	2474.00'	38.65'	S 84°28'30" W	38.65'	00°53'42"
C29	2576.25'	52.68'	S 84°36'48" W	52.68'	01°10'18"
C30	2474.00'	49.60'	S 83°27'11" W	49.60'	01°08'55"
C31	2576.25'	51.65'	S 83°27'11" W	51.65'	01°08'55"
C32	2474.00'	49.60'	S 82°18'16" W	49.60'	01°08'55"
C33	2576.25'	51.65'	S 82°18'16" W	51.65'	01°08'55"
C34	2474.00'	49.60'	S 81°09'21" W	49.60'	01°08'55"
C35	2576.25'	51.65'	S 81°09'21" W	51.65'	01°08'55"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C36	2474.00'	49.60'	S 80°00'25" W	49.60'	01°08'55"
C37	2576.25'	51.65'	S 80°00'25" W	51.65'	01°08'55"
C38	2474.00'	49.60'	S 78°51'30" W	49.60'	01°08'55"
C39	2576.25'	51.65'	S 78°51'30" W	51.65'	01°08'55"
C40	2474.00'	49.60'	S 77°42'35" W	49.60'	01°08'55"
C41	2576.25'	51.65'	S 77°42'35" W	51.65'	01°08'55"
C42	2474.00'	49.60'	S 76°33'39" W	49.60'	01°08'55"
C43	2576.25'	51.65'	S 76°33'39" W	51.65'	01°08'55"
C44	2474.00'	49.60'	S 75°24'44" W	49.60'	01°08'55"
C45	2576.25'	51.65'	S 75°24'44" W	51.65'	01°08'55"
C46	2474.00'	50.50'	S 74°15'11" W	50.50'	01°10'10"
C47	20.00'	36.62'	S 53°52'23" E	31.72'	104°55'01"
C48	2576.25'	51.37'	S 74°16'00" W	51.37'	01°08'33"
C49	20.00'	26.07'	S 35°55'32" W	24.26'	74°40'51"
C50	2450.00'	37.77'	S 73°42'28" W	37.77'	00°53'00"
C51	2349.00'	79.25'	S 73°10'58" W	79.25'	01°55'59"
C52	2450.00'	52.70'	S 74°45'56" W	52.70'	01°13'57"
C53	2349.00'	50.53'	S 74°45'56" W	50.53'	01°13'57"
C54	2450.00'	52.70'	S 75°59'53" W	52.70'	01°13'57"
C55	2349.00'	50.53'	S 75°59'53" W	50.53'	01°13'57"
C56	2450.00'	52.70'	S 77°13'50" W	52.70'	01°13'57"
C57	2349.00'	50.53'	S 77°13'50" W	50.53'	01°13'57"
C58	2450.00'	52.70'	S 78°27'46" W	52.70'	01°13'57"
C59	2349.00'	50.53'	S 78°27'46" W	50.53'	01°13'57"
C60	2450.00'	52.70'	S 79°41'43" W	52.70'	01°13'57"
C61	2349.00'	50.53'	S 79°41'43" W	50.53'	01°13'57"
C62	2450.00'	52.70'	S 80°55'40" W	52.70'	01°13'57"
C63	2349.00'	50.53'	S 80°55'40" W	50.53'	01°13'57"
C64	2450.00'	52.70'	S 82°09'37" W	52.70'	01°13'57"
C65	2349.00'	50.53'	S 82°09'37" W	50.53'	01°13'57"
C66	2450.00'	56.83'	S 83°26'28" W	56.83'	01°19'45"
C67	2349.00'	54.49'	S 83°26'28" W	54.49'	01°19'45"
C68	2450.00'	56.83'	S 84°46'13" W	56.83'	01°19'45"
C69	2349.00'	54.49'	S 84°46'13" W	54.49'	01°19'45"
C70	2450.00'	56.83'	S 86°05'57" W	56.83'	01°19'45"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C71	2349.00'	54.49'	S 86°05'57" W	54.49'	01°19'45"
C72	2450.00'	45.62'	S 87°17'50" W	45.62'	01°04'01"
C73	2349.00'	62.68'	S 87°31'42" W	62.67'	01°31'43"
C74	20.00'	31.68'	N 46°47'31" W	28.47'	90°45'16"
C75	20.00'	31.13'	N 43°10'52" E	28.08'	89°11'50"
C76	2248.00'	39.65'	S 87°16'18" W	39.65'	01°00'38"
C77	2349.00'	62.57'	S 87°31'46" W	62.57'	01°31'35"
C78	2248.00'	54.52'	S 86°04'18" W	54.51'	01°23'22"
C79	2349.00'	56.97'	S 86°04'18" W	56.96'	01°23'22"
C80	2248.00'	54.52'	S 84°40'56" W	54.51'	01°23'22"
C81	2349.00'	56.97'	S 84°40'56" W	56.96'	01°23'22"
C82	2248.00'	50.55'	S 83°20'35" W	50.55'	01°17'18"
C83	2349.00'	52.82'	S 83°20'35" W	52.82'	01°17'18"
C84	2248.00'	50.55'	S 82°03'17" W	50.55'	01°17'18"
C85	2349.00'	52.82'	S 82°03'17" W	52.82'	01°17'18"
C86	2248.00'	50.55'	S 80°45'59" W	50.55'	01°17'18"
C87	2349.00'	52.82'	S 80°45'59" W	52.82'	01°17'18"
C88	2248.00'	50.55'	S 79°28'40" W	50.55'	01°17'18"
C89	2349.00'	52.82'	S 79°28'40" W	52.82'	01°17'18"
C90	2248.00'	50.55'	S 78°11'22" W	50.55'	01°17'18"
C91	2349.00'	52.82'	S 78°11'22" W	52.82'	01°17'18"
C92	2248.00'	50.55'	S 76°54'04" W	50.55'	01°17'18"
C93	2349.00'	52.82'	S 76°54'04" W	52.82'	01°17'18"
C94	2248.00'	50.55'	S 75°36'45" W	50.55'	01°17'18"
C95	2349.00'	52.82'	S 75°36'45" W	52.82'	01°17'18"
C96	2248.00'	54.52'	S 74°16'25" W	54.51'	01°23'22"
C97	2349.00'	56.97'	S 74°16'25" W	56.96'	01°23'22"
C98	2248.00'	56.38'	S 72°51'37" W	56.38'	01°26'13"
C99	20.00'	37.16'	S 54°38'11" E	32.04'	106°26'36"
C100	2349.00'	55.86'	S 72°53'51" W	55.86'	01°21'45"
C101	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C102	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C103	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C104	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"



AMENDED DATE: MARCH 20, 2003  
PROPOSED DATE: OCTOBER 14, 2002



MICKALICH and ASSOCIATES, INC.  
CIVIL ENGINEERING  
SURVEYING PLANNING  
2368 Avon Industrial Drive  
Rochester Hills, Michigan 48306  
PHONE: (248) 862-9800  
FAX: (248) 862-9800  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

CURVE DATA

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical

Horizontal

Drawn

Checked

Approved

Date

Job no.

01012

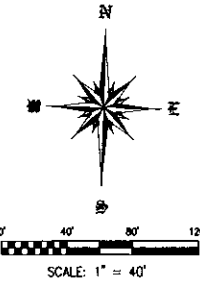
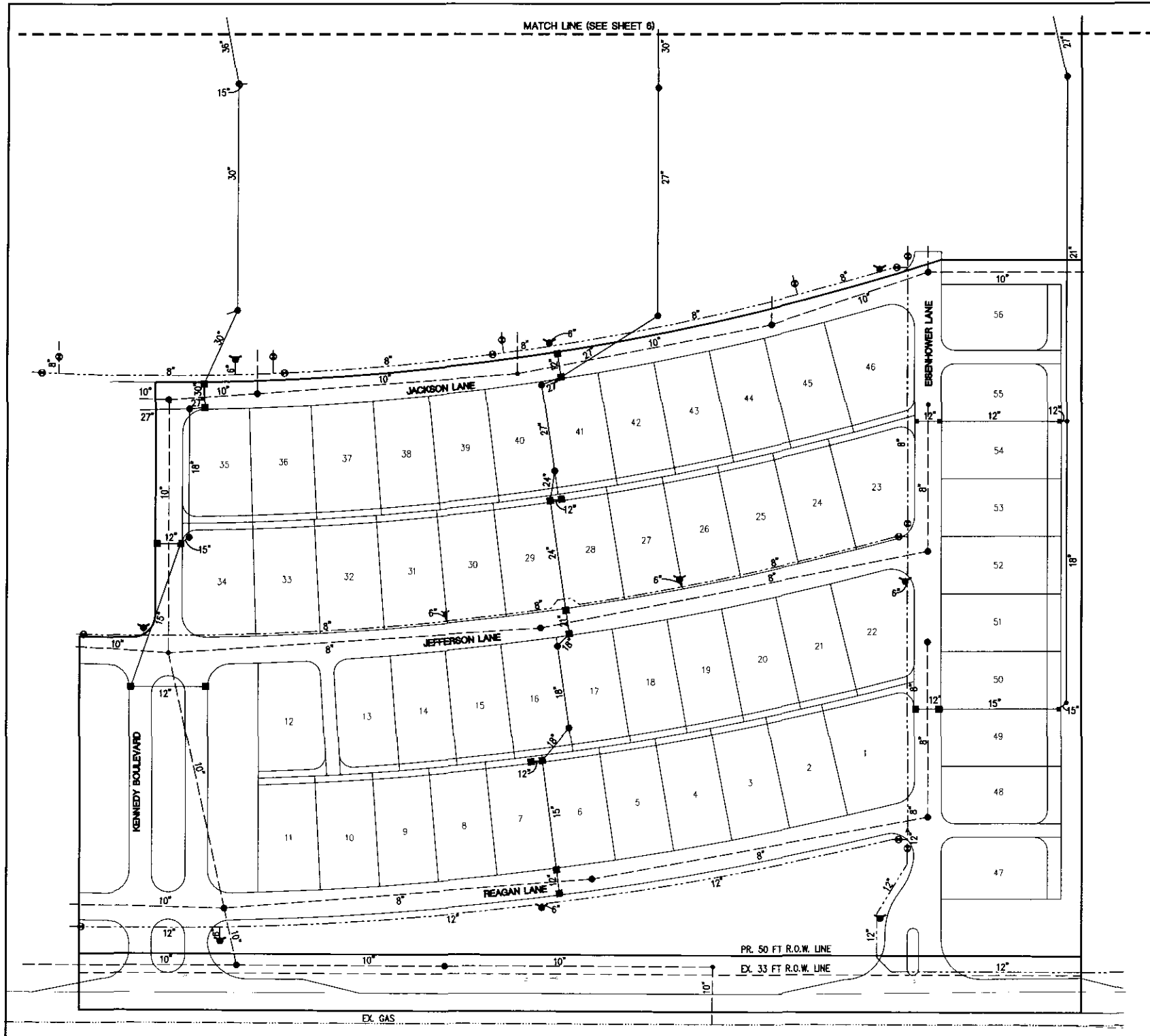
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Peggy M Haines, Washtenaw DMAP B442427

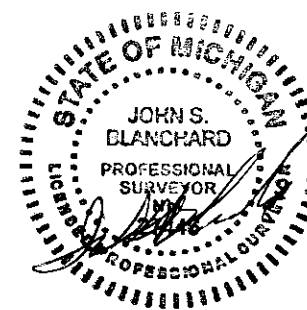


LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- ⊙ PR. HYDRANT
- ⊗ PR. GATE VALVE

NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



AMENDED DATE: MARCH 20, 2003  
PROPOSED DATE: OCTOBER 14, 2002

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING,  
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2359 Avon Industrial Drive  
Rochester Hills, Michigan 48309  
PHONE (248) 855-9007  
FAX (248) 855-1070  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

UTILITY PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical: 1" = 40'

Horizontal: 1" = 40'

Drawn: JPH

Checked: RHH

Approved: THB

Date: 5-20-02

Job no. 01012

Sheet no. 5

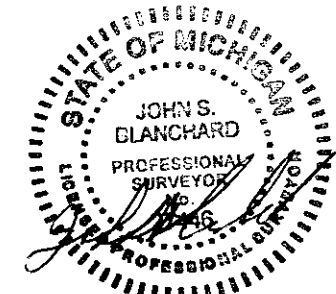
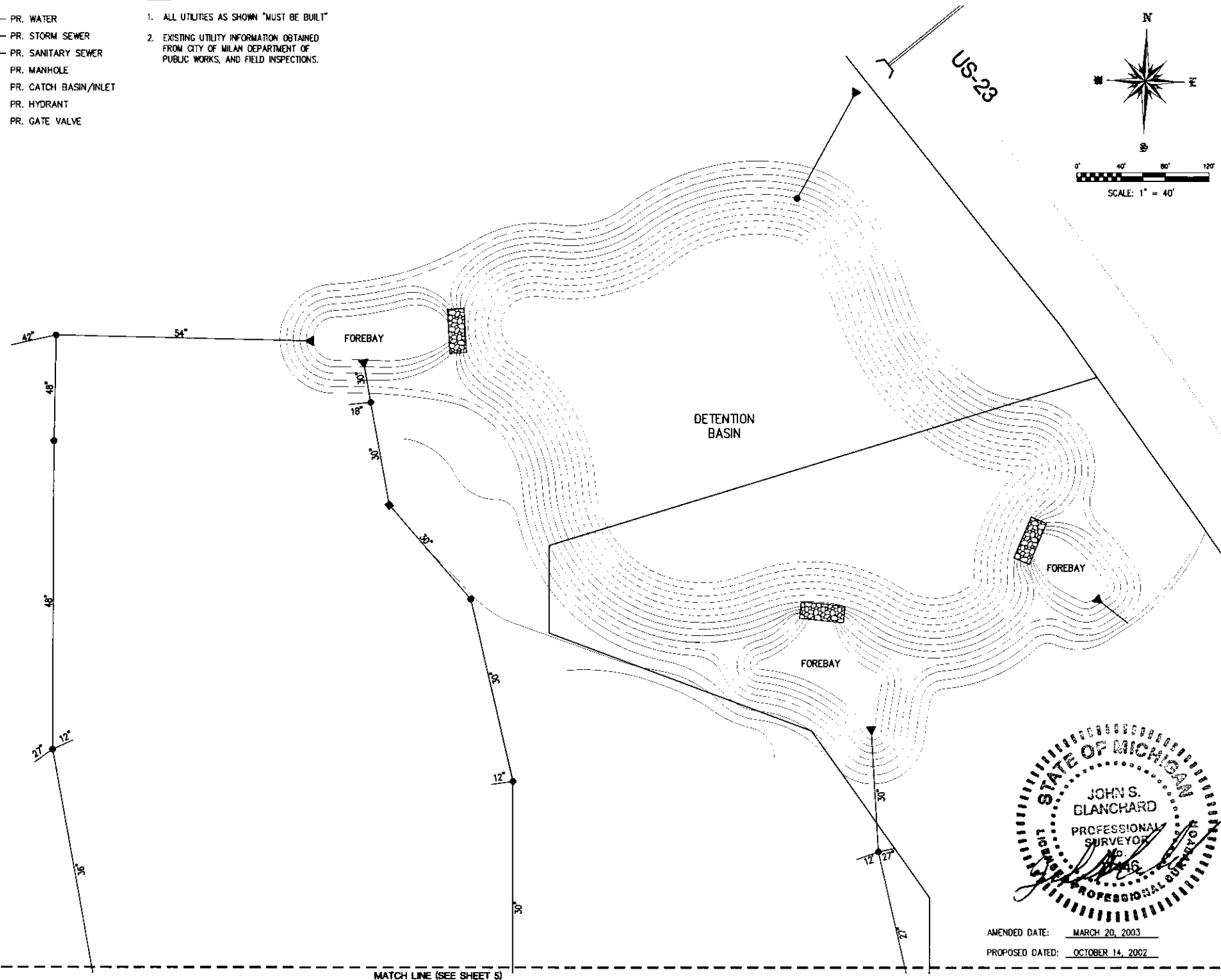


LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- ⊗ PR. GATE VALVE

NOTES

1. ALL UTILITIES AS SHOWN "MUST BE BUILT"
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.



AMENDED DATE: MARCH 20, 2003  
PROPOSED DATE: OCTOBER 14, 2002

**M**  
**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING, PLANNING, SURVEYING  
2358 Avon Industrial Drive  
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Engineer's Seal
Project Title
UPTOWN VILLAGE
Sheet Title
UTILITY PLAN
Client
UPTOWN VILLAGE, LTD
Date Issued for By
Scale
Vertical
Horizontal
Drawn
Checked
Approved
Date
Job no.
01012
Sheet no.
6



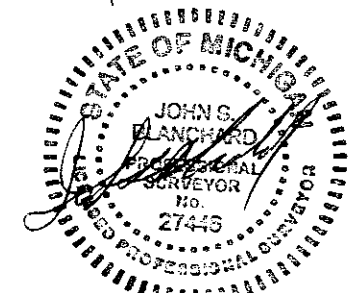
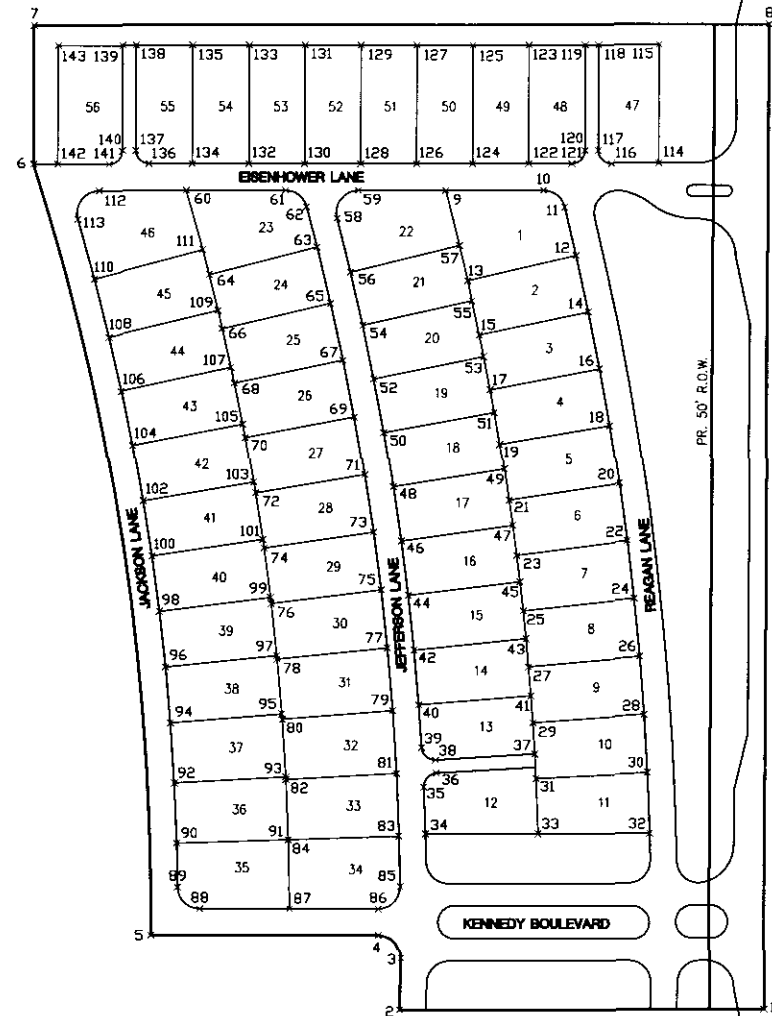
Peggy M Heines, Washenau DRRM 5442427



POINT	NORTHING	EASTING
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2	6801.29	1434.83
3	6801.38	1481.81
4	6821.87	1501.57
5	7027.63	1496.49
6	7153.24	2191.60
7	7156.34	2316.83
8	6488.36	2333.32
9	6778.58	2176.85
10	6689.82	2179.04
11	6670.04	2164.35
12	6658.45	2120.83
13	6756.26	2095.66
14	6645.65	2069.79
15	6744.14	2046.54
16	6634.25	2018.51
17	6732.98	1997.20
18	6623.66	1967.01
19	6722.78	1947.64
20	6614.09	1915.31
21	6713.57	1897.89
22	6605.53	1863.44
23	6705.34	1847.98
24	6597.99	1811.41
25	6698.08	1797.91
26	6591.47	1758.24
27	6691.81	1747.70
28	6585.98	1706.95
29	6686.53	1697.39
30	6581.52	1654.56
31	6682.24	1646.98
32	6577.95	1599.62
33	6678.97	1597.13
34	6781.24	1594.60
35	6784.01	1636.83
36	6773.05	1649.67
37	6684.01	1669.19
38	6773.97	1661.64
39	6786.93	1672.53
40	6790.65	1711.00
41	6688.95	1721.64
42	6796.30	1760.28
43	6694.84	1772.95
44	6802.94	1809.43
45	6701.76	1824.14
46	6810.57	1858.44
47	6709.70	1875.17
48	6819.18	1907.29

POINT	NORTHING	EASTING
49	6718.66	1926.04
50	6828.76	1955.95
51	6728.64	1976.71
52	6839.32	2004.41
53	6739.64	2027.18
54	6850.85	2052.65
55	6751.64	2077.41
56	6863.34	2100.65
57	6764.85	2127.40
58	6877.04	2149.26
59	6858.34	2174.88
60	7014.46	2171.02
61	6924.62	2173.24
62	6904.97	2159.00
63	6894.37	2122.75
64	6991.53	2095.16
65	6880.53	2071.90
66	6978.26	2046.41
67	6867.78	2020.77
68	6966.03	1997.39
69	6856.13	1969.37
70	6954.86	1948.11
71	6845.59	1917.74
72	6944.76	1896.60
73	6836.16	1865.89
74	6935.72	1848.88
75	6827.85	1813.85
76	6927.75	1799.00
77	6820.66	1761.64
78	6920.86	1748.94
79	6814.17	1705.18
80	6914.64	1694.81
81	6808.39	1648.59
82	6908.67	1640.55
83	6805.12	1591.88
84	6905.96	1586.18
85	6802.97	1546.31
86	6822.47	1525.56
87	6903.26	1523.57
88	6984.43	1521.56
89	7004.91	1540.78
90	7006.80	1580.38
91	6905.96	1586.08
92	7010.53	1634.77
93	6909.86	1642.91
94	7015.58	1689.05
95	6915.14	1699.63
96	7021.44	1739.26

POINT	NORTHING	EASTING
97	6921.26	1752.10
98	7028.43	1789.33
99	6928.56	1804.41
100	7036.54	1839.22
101	6937.04	1856.55
102	7045.77	1888.92
103	6946.69	1908.48
104	7056.12	1938.40
105	6957.50	1960.18
106	7067.58	1987.64
107	6969.47	2011.63
108	7080.14	2036.60
109	6982.59	2062.80
110	7094.91	2089.08
111	6998.03	2117.63
112	7092.99	2169.08
113	7111.53	2142.95
114	6585.88	2205.61
115	6598.52	2312.58
116	6628.86	2204.55
117	6641.16	2216.25
118	6643.50	2311.22
119	6655.50	2310.92
120	6653.15	2215.95
121	6684.85	2203.66
122	6703.84	2202.70
123	6706.48	2309.67
124	6754.83	2201.44
125	6757.47	2308.41
126	6805.81	2200.18
127	6808.45	2307.15
128	6856.40	2198.92
129	6859.44	2305.89
130	6907.78	2197.66
131	6910.42	2304.63
132	6958.76	2196.40
133	6961.41	2303.37
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135	7012.39	2302.11
136	7048.74	2194.18
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139	7075.37	2300.56
140	7073.03	2205.58
141	7084.73	2193.29
142	7131.22	2192.14
143	7133.86	2299.11



AMENDED DATE: MARCH 20, 2008  
PROPOSED DATE: OCTOBER 14, 2002

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING, SURVEYING, PLANNING  
2359 Avon Industrial Drive  
Rochester Hills, Michigan 48309  
PHONE: (248) 853-8820  
FAX: (248) 853-1070  
HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

COORDINATE PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical: 1" = 50'

Horizontal:

Drawn: JPH

Checked: TMB

Approved: JPM

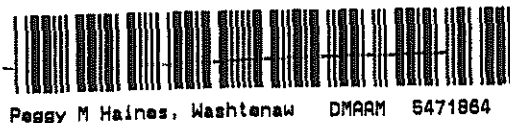
Date: 5/5/02

Job no.

01012

Sheet no.

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Page: 1 of 15  
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## SECOND AMENDMENT TO MASTER DEED

### UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed of Uptown Village, pursuant to the authority reserved in Article VIII, Article IX-3 and Article XIII of the Master Deed to expand the Condominium from fifty-six (56) Units to ninety-seven (97) Units by the addition of the land described in Section 1 below, and to provide for dedication of the collector roads in the Condominium.

Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:

Beginning at the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence with a curve turning to the left with an arc length of 538.64', with a radius of 2264.25', with a chord bearing of S.81°23'04"E., with a chord length of 537.37', thence N.01°24'53"W., 16.28 feet; thence with a curve turning to the left with an arc length of 95.35', with a radius of 2248.00', with a chord bearing of S.89°23'28"E., with a chord length of 95.34', thence with a curve turning to the right with an arc length of 31.13', with a radius of 20.00', with a chord bearing of S.46°00'38"E., with a chord length of 28.08', thence S.01°24'53"E., 162.02 feet; thence with a curve turning to the right with an arc length of 31.68', with a radius of 20.00', with a chord bearing of S.43°57'45"W., with a chord length of 28.47', thence with a curve turning to the right with an arc length of 46.98', with a radius of 2450.00', with a chord bearing of S.89°53'21"W., with a chord length of

46.97', thence S.01°24'53"E., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the S. line of said Section 26 and the centerline of Arkona Road (66' WD.) which is the point of beginning. Contains 9.42 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

---

2. First Amended Article II of said Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II of the Master Deed as originally recorded and the originally recorded Article II shall be of no further force or effect.

**FIRST AMENDED ARTICLE II  
OF THE MASTER DEED OF UPTOWN VILLAGE**

**ARTICLE II**

**LEGAL DESCRIPTION**

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

Beginning at the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 653.70 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 18°16'31", chord bearing S.82°50'25"E., with chord 651.43 feet; thence N.01°24'53"W., 40.25 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 21.31 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

---

3. First Amended Article IV-1K of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-1K of the Master Deed as originally recorded, and the originally recorded Article IV-1K shall be of no further force or effect.

**FIRST AMENDED ARTICLE IV-1K  
OF THE MASTER DEED OF UPTOWN VILLAGE**

**ARTICLE IV**

**COMMON ELEMENTS**

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1. The General Common Elements are:

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- K. Roadways. The collector roadways designated on Exhibit "B" which provides access to the Units, until such roadways are dedicated to the City of Milan or other governmental authority.

---

4. First Amended Article IV-1N of the Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-1N of the Master Deed as originally recorded, and the originally recorded Article IV-1N shall be of no further force or effect.

**FIRST AMENDED ARTICLE IV-1N  
OF THE MASTER DEED OF UPTOWN VILLAGE**

**ARTICLE IV**

**COMMON ELEMENTS**

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\*\*\*

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1. The General Common Elements are:

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\*\*\*

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- N. Entry Boulevard Area. The entry boulevard area and all improvements therein (to the extent same are not dedicated to the City of Milan or other governmental authority) as designated on Exhibit "B" hereto.
- 

5. First Amended Article IV-5 of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-5 of the Master Deed as originally recorded, and the originally recorded Article IV-5 shall be of no further force or effect.

**FIRST AMENDED ARTICLE IV-5  
OF THE MASTER DEED OF UPTOWN VILLAGE**

**ARTICLE IV**

**COMMON ELEMENTS**

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5. Roadways. Until the City or other applicable governmental authority accepts dedication of the collector roadways, the roadways are private streets and the City of Milan or other applicable governmental authority is under no obligation to maintain or repair the roadways, including, but not limited to, brush pick-up and summer, winter, curb and gutter maintenance.
- 

6. Upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, Article IX-14 of the Master Deed of Uptown Village shall be deleted in its entirety and shall be of no further force or effect.

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7. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Replat #2 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded Sheets of the Condominium Subdivision Plan of Uptown Village, as amended, and the aforescribed originally recorded Sheets shall be of no further force and effect.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

Uptown Village, Ltd., a Michigan corporation

By:



Phillip W. McCafferty

Its: President


STATE OF MICHIGAN )

)SS

COUNTY OF OAKLAND )

On the 27<sup>th</sup> day of August, 2003, the foregoing Second Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS  
NOTARY PUBLIC LIVINGSTON CO., MI  
MY COMMISSION EXPIRES Jan 27, 2007  
Acting in Oakland County



Notary Public, Livingston

County, Michigan

My Commission Expires:

1/27/07

SECOND AMENDMENT TO MASTER DEED DRAFTED  
BY AND WHEN RECORDED RETURN TO:

Samuel K. Hodgdon, Esq.

Uptown Village, Ltd.

P.O. Box 308

New Hudson, MI 48165

(248) 684.1234

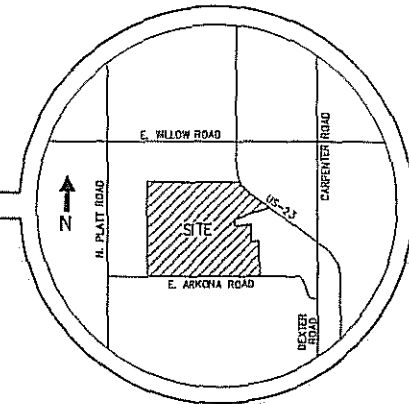


**REPLAT No 2 TO THE  
EXHIBIT "B" TO MASTER DEED OF  
UPTOWN VILLAGE**

**WASHTENAW COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 403**

**PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN**

ATTENTION COUNTY REGISTER OF  
CONDOMINIUM SUBDIVISION PLAN  
NUMBERED CONSECUTIVELY WHEN  
REGISTERED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER 403. THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYOR'S CERTIFICATE.



**LEGAL DESCRIPTION**

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

Beginning at the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 653.70 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 18°16'31", chord bearing S.82°50'25"E., with chord 651.43 feet; thence N.01°24'53"W., 40.25 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 21.31 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

**PROPOSED FUTURE DEVELOPMENT**

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning distant N.01°25'45"W., 500.00 feet along the North-South 1/4 line from the South 1/4 corner of said Section 26; thence continuing N.01°25'45"W., 1489.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line  
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;  
2) S.40°13'25"E., 377.52 feet;  
3) S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet;  
thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet;  
thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 40.25 feet; thence 653.70 feet along a curve to the right, radius 2264.25 feet, chord bearing N.82°50'25"W., chord 651.43 feet; thence S.01°25'45"E., 109.42 feet; thence S.88°34'15"W., 157.00 feet to the Point of Beginning. Contains 50.20 acres of land and subject to all easements and restrictions of record.

**PROPRIETOR**

UPTOWN VILLAGE, LTD  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

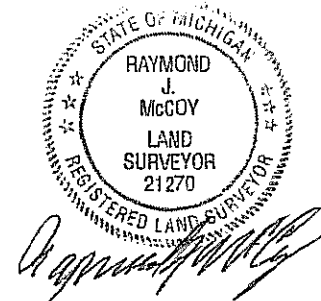
**ENGINEER**

MICKALICH and ASSOCIATES, INC.  
2359 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 852-1800

**SHEET INDEX**

- \* 1 TITLE SHEET
- \* 2 SURVEY PLAN
- \* 3 SITE PLAN
- \* 4 SITE PLAN
- \* 5 CURVE DATA
- \* 6 UTILITY PLAN
- \* 7 UTILITY PLAN
- \* 8 UTILITY PLAN
- \* 9 COORDINATE PLAN
- \* 10 COORDINATE DATA

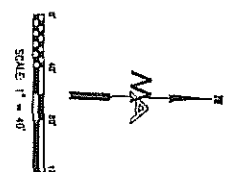
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OR ADDED ON JUNE 16, 2003



AMENDED DATE: JUNE 16, 2003

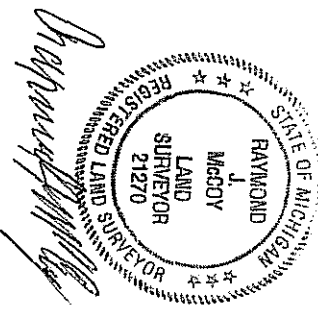
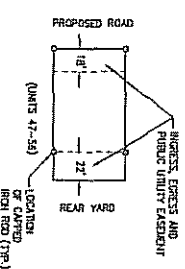
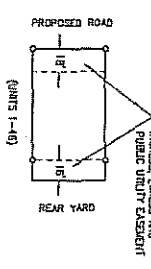
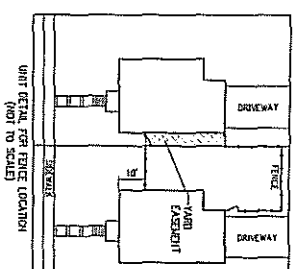
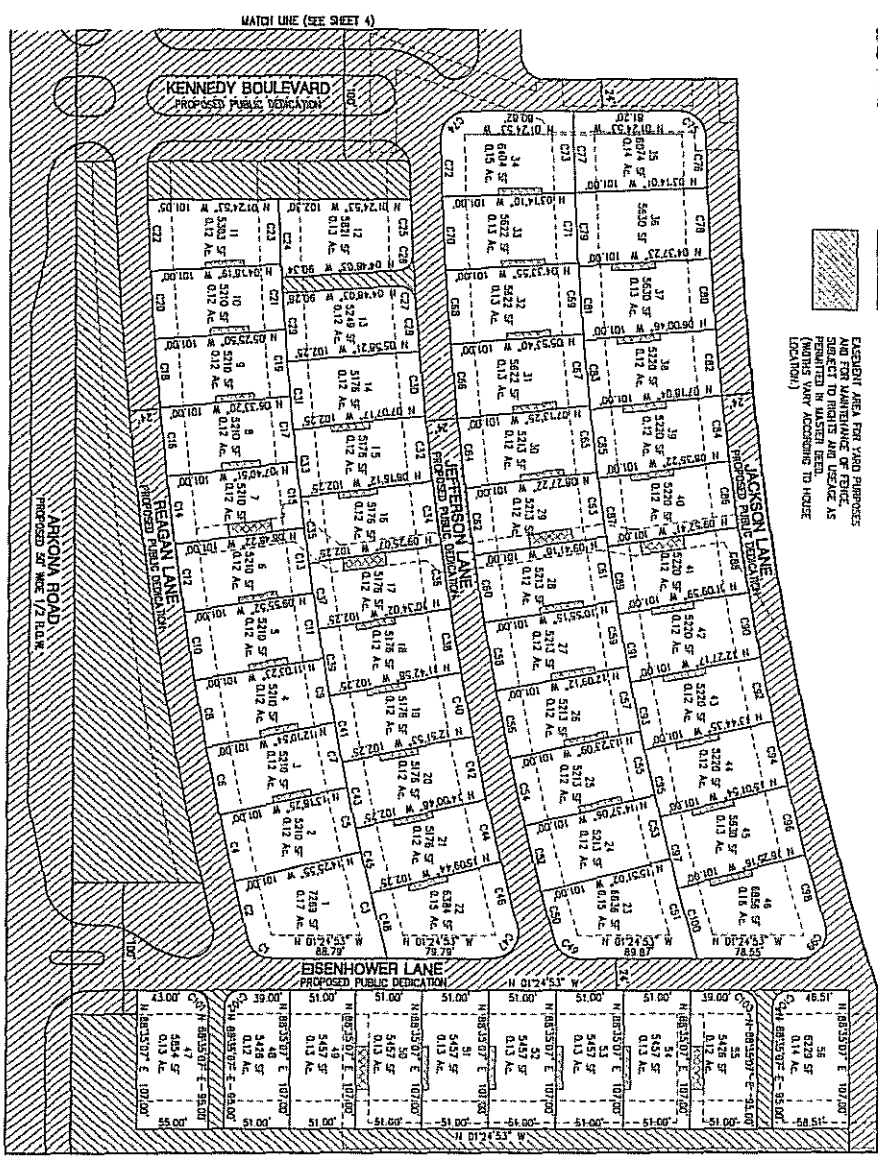
RAYMOND J. MCCOY  
R.L.S. No. 21270





- LEGEND**
- UNIT OF IMAGER
  - GENERAL COMMON ELEMENT
  - PROPOSED PUBLIC RESERVATION
  - LEGION AREA FOR VARIOUS PURPOSES AND FOR MAINTENANCE OF FENCES SUBJECT TO RIGHTS AND LIENS AS PERMITTED IN MASTER DEED (UNITS VARY ACCORDING TO HOUSE LOCATION)

- NOTES**
1. ALL ROADS ARE SITE LK. THIS MUST BE BUILT.
  2. AS SHOWN IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS ARE TO BE BUILT AND MAINTAINED BY THE DEVELOPER, UNLESS OTHERWISE SPECIFIED. LOCATED, OWNED, CONTROLLED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
  3. ALL ROADS ARE PROPOSED PUBLIC.



APPROVED DATE: JUNE 15, 2001

© 2001

**UPTOWN VILLAGE**

**SITE PLAN**

UPTOWN VILLAGE, LTD

**PROJECT INFO**

DATE: 10/15/00

BY: [Signature]

FOR: [Signature]

**CLIENT**

UPTOWN VILLAGE, LTD

10000 E. 10TH AVE.

ANN ARBOR, MI 48106

**DESIGNER**

RAYMOND J. MCCOY

REGISTERED LAND SURVEYOR

NO. 21270

STATE OF MICHIGAN

**DATE**

10/15/00

**SCALE**

1" = 40'

**PROJECT NO.**

01012

**DATE**

10/15/00

**BY**

[Signature]

**FOR**

[Signature]

**PROJECT NO.**

01012

**DATE**

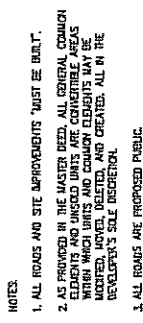
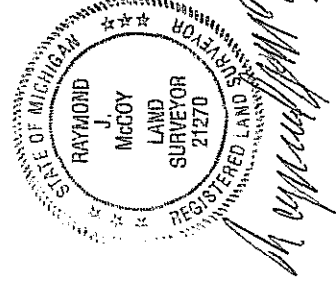
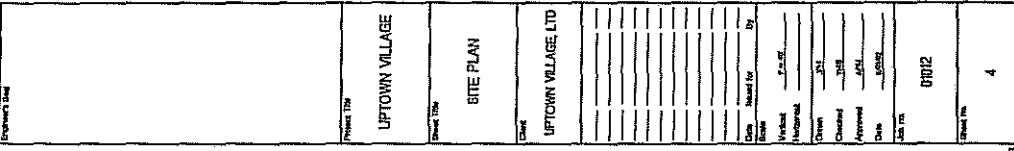
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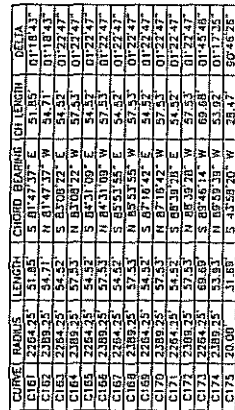
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[Signature]





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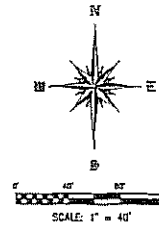
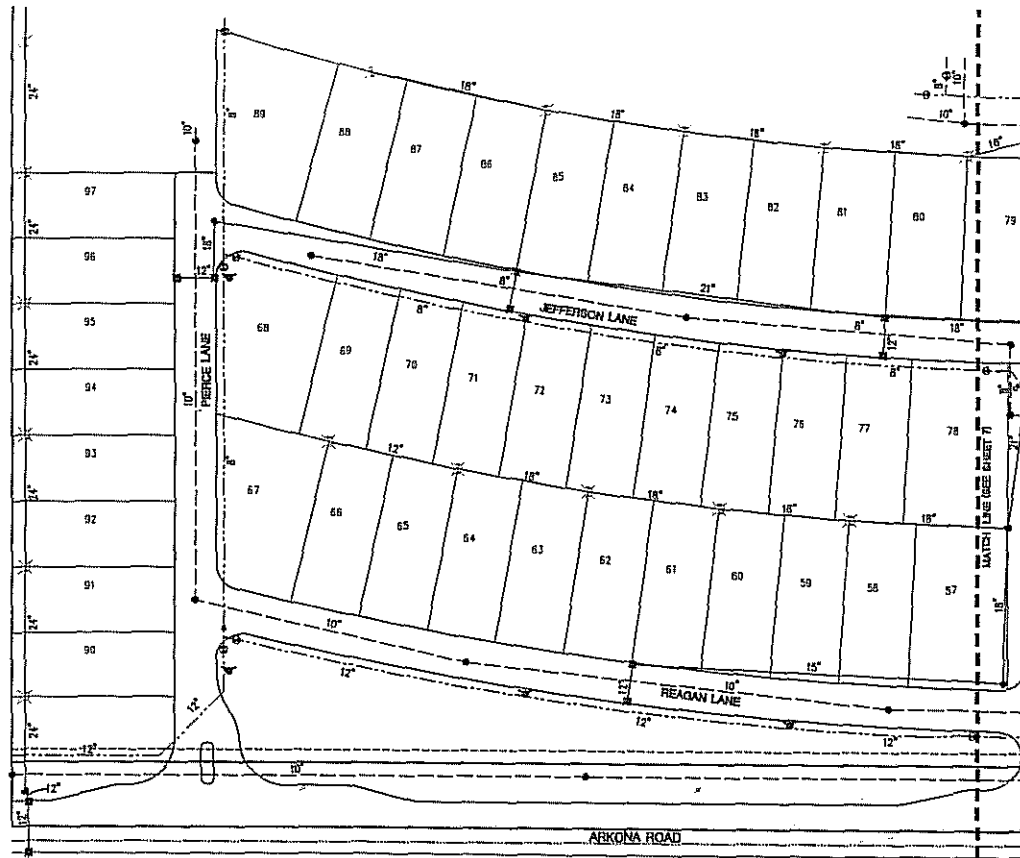
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Sheet no.

2013

CURVE	RANGE	15C	16C	17C	18C	19C	20C	21C	22C	23C	24C	25C	26C	27C	28C	29C	30C	31C	32C	33C	34C	35C	36C	37C	38C	39C	40C	41C	42C	43C	44C	45C	46C	47C	48C	49C	50C	51C	52C	53C	54C	55C	56C	57C	58C	59C	60C	61C	62C	63C	64C	65C	66C	67C	68C	69C	70C	71C	72C	73C	74C	75C	76C	77C	78C	79C	80C	81C	82C	83C	84C	85C	86C	87C	88C	89C	90C	91C	92C	93C	94C	95C	96C	97C	98C	99C	100C	101C	102C	103C	104C	105C	106C	107C	108C	109C	110C	111C	112C	113C	114C	115C	116C	117C	118C	119C	120C	121C	122C	123C	124C	125C	126C	127C	128C	129C	130C	131C	132C	133C	134C	135C	136C	137C	138C	139C	140C	141C	142C	143C	144C	145C	146C	147C	148C	149C	150C	151C	152C	153C	154C	155C	156C	157C	158C	159C	160C	161C	162C	163C	164C	165C	166C	167C	168C	169C	170C	171C	172C	173C	174C	175C	176C	177C	178C	179C	180C	181C	182C	183C	184C	185C	186C	187C	188C	189C	190C	191C	192C	193C	194C	195C	196C	197C	198C	199C	200C	201C	202C	203C	204C	205C	206C	207C	208C	209C	210C	211C	212C	213C	214C	215C	216C	217C	218C	219C	220C	221C	222C	223C	224C	225C	226C	227C	228C	229C	230C	231C	232C	233C	234C	235C	236C	237C	238C	239C	240C	241C	242C	243C	244C	245C	246C	247C	248C	249C	250C	251C	252C	253C	254C	255C	256C	257C	258C	259C	260C	261C	262C	263C	264C	265C	266C	267C	268C	269C	270C	271C	272C	273C	274C	275C	276C	277C	278C	279C	280C	281C	282C	283C	284C	285C	286C	287C	288C	289C	290C	291C	292C	293C	294C	295C	296C	297C	298C	299C	300C	301C	302C	303C	304C	305C	306C	307C	308C	309C	310C	311C	312C	313C	314C	315C	316C	317C	318C	319C	320C	321C	322C	323C	324C	325C	326C	327C	328C	329C	330C	331C	332C	333C	334C	335C	336C	337C	338C	339C	340C	341C	342C	343C	344C	345C	346C	347C	348C	349C	350C	351C	352C	353C	354C	355C	356C	357C	358C	359C	360C	361C	362C	363C	364C	365C	366C	367C	368C	369C	370C	371C	372C	373C	374C	375C	376C	377C	378C	379C	380C	381C	382C	383C	384C	385C	386C	387C	388C	389C	390C	391C	392C	393C	394C	395C	396C	397C	398C	399C	400C	401C	402C	403C	404C	405C	406C	407C	408C	409C	410C	411C	412C	413C	414C	415C	416C	417C	418C	419C	420C	421C	422C	423C	424C	425C	426C	427C	428C	429C	430C	431C	432C	433C	434C	435C	436C	437C	438C	439C	440C	441C	442C	443C	444C	445C	446C	447C	448C	449C	450C	451C	452C	453C	454C	455C	456C	457C	458C	459C	460C	461C	462C	463C	464C	465C	466C	467C	468C	469C	470C	471C	472C	473C	474C	475C	476C	477C	478C	479C	480C	481C	482C	483C	484C	485C	486C	487C	488C	489C	490C	491C	492C	493C	494C	495C	496C	497C	498C	499C	500C	501C	502C	503C	504C	505C	506C	507C	508C	509C	510C	511C	512C	513C	514C	515C	516C	517C	518C	519C	520C	521C	522C	523C	524C	525C	526C	527C	528C	529C	530C	531C	532C	533C	534C	535C	536C	537C	538C	539C	540C	541C	542C	543C	544C	545C	546C	547C	548C	549C	550C	551C	552C	553C	554C	555C	556C	557C	558C	559C	560C	561C	562C	563C	564C	565C	566C	567C	568C	569C	570C	571C	572C	573C	574C	575C	576C	577C	578C	579C	580C	581C	582C	583C	584C	585C	586C	587C	588C	589C	590C	591C	592C	593C	594C	595C	596C	597C	598C	599C	600C	601C	602C	603C	604C	605C	606C	607C	608C	609C	610C	611C	612C	613C	614C	615C	616C	617C	618C	619C	620C	621C	622C	623C	624C	625C	626C	627C	628C	629C	630C	631C	632C	633C	634C	635C	636C	637C	638C	639C	640C	641C	642C	643C	644C	645C	646C	647C	648C	649C	650C	651C	652C	653C	654C	655C	656C	657C	658C	659C	660C	661C	662C	663C	664C	665C	666C	667C	668C	669C	670C	671C	672C	673C	674C	675C	676C	677C	678C	679C	680C	681C	682C	683C	684C	685C	686C	687C	688C	689C	690C	691C	692C	693C	694C	695C	696C	697C	698C	699C	700C	701C	702C	703C	704C	705C	706C	707C	708C	709C	710C	711C	712C	713C	714C	715C	716C	717C	718C	719C	720C	721C	722C	723C	724C	725C	726C	727C	728C	729C	730C	731C	732C	733C	734C	735C	736C	737C	738C	739C	740C	741C	742C	743C	744C	745C	746C	747C	748C	749C	750C	751C	752C	753C	754C	755C	756C	757C	758C	759C	760C	761C	762C	763C	764C	765C	766C	767C	768C	769C	770C	771C	772C	773C	774C	775C	776C	777C	778C	779C	780C	781C	782C	783C	784C	785C	786C	787C	788C	789C	790C	791C	792C	793C	794C	795C	796C	797C	798C	799C	800C	801C	802C	803C	804C	805C	806C	807C	808C	809C	810C	811C	812C	813C	814C	815C	816C	817C	818C	819C	820C	821C	822C	823C	824C	825C	826C	827C	828C	829C	830C	831C	832C	833C	834C	835C	836C	837C	838C	839C	840C	841C	842C	843C	844C	845C	846C	847C	848C	849C	850C	851C	852C	853C	854C	855C	856C	857C	858C	859C	860C	861C	862C	863C	864C	865C	866C	867C	868C	869C	870C	871C	872C	873C	874C	875C	876C	877C	878C	879C	880C	881C	882C	883C	884C	885C	886C	887C	888C	889C	890C	891C	892C	893C	894C	895C	896C	897C	898C	899C	900C	901C	902C	903C	904C	905C	906C	907C	908C	909C	910C	911C	912C	913C	914C	915C	916C	917C	918C	919C	920C	921C	922C	923C	924C	925C	926C	927C	928C	929C	930C	931C	932C	933C	934C	935C	936C	937C	938C	939C	940C	941C	942C	943C	944C	945C	946C	947C	948C	949C	950C	951C	952C	953C	954C	955C	956C	957C	958C	959C	960C	961C	962C	963C	964C	965C	966C	967C	968C	969C	970C	971C	972C	973C	974C	975C	976C	977C	978C	979C	980C	981C	982C	983C	984C	985C	986C	987C	988C	989C	990C	991C	992C	993C	994C	995C	996C	997C	998C	999C	1000C
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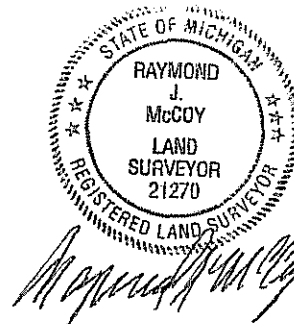


#### LEGEND:

- P.R. WATER
- P.R. STORM SEWER
- P.R. SANITARY SEWER
- P.R. MANHOLE
- P.R. CATCH BASIN/INLET
- ⊙ P.R. HYDRANT
- ⊕ P.R. GATE VALVE

#### NOTES:

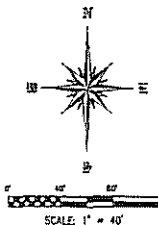
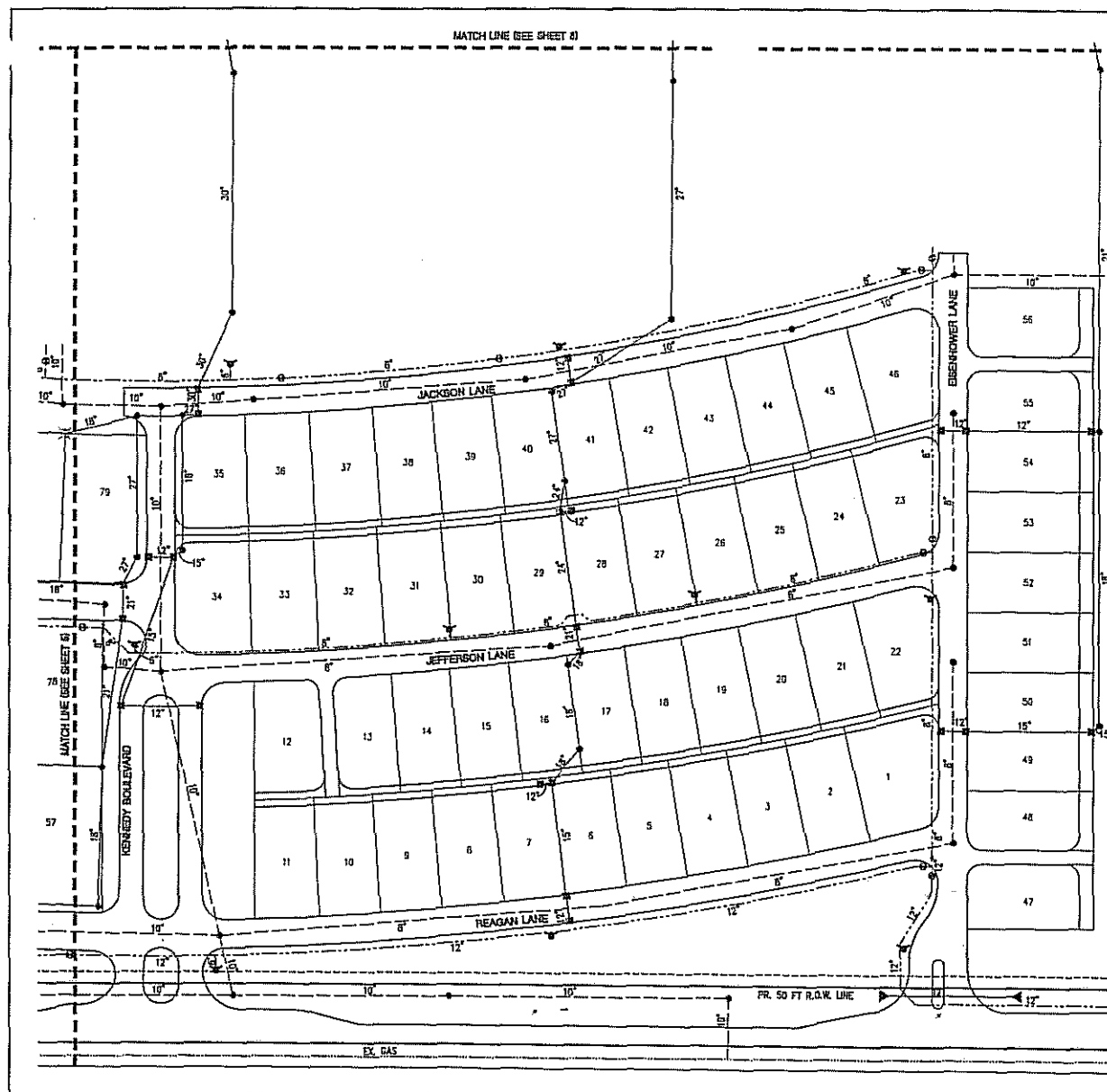
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF JALAN DEPARTMENT OF PUBLIC WORKS AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



AMENDED DATE: JUNE 16, 2003

**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING  
 SURVEYING PLANNING  
 2224 Arroyo Pkwy  
 Port Huron, MI 48130  
 PHONE (810) 883-1000  
 FAX (810) 883-1001  
 HTTP://WWW.MICKALICH.COM

Engineer's Seal	
Project Title	UPTOWN VILLAGE
Sheet Title	UTILITY PLAN
Client	UPTOWN VILLAGE, LTD
Date Issued For	By
Revised	
Drawn	
Checked	
Approved	
Date	
Job No.	01012
Sheet No.	6

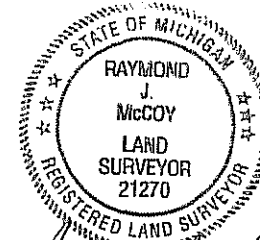


# LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

## NOTES:

1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF WILM DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



*Raymond J. McCoy*

AMENDED DATE: JUNE 16, 2003

**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING  
 SURVEYING, PLANNING  
 2338 Avon Industrial Drive  
 Northbrook, IL 60062  
 PHONE (847) 463-1000  
 FAX (847) 463-1001  
 WWW.MICKALICH.COM

Engineers Seal

Project Title

UPTOWN VILLAGE

Sheet Title

UTILITY PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for

By

Vertical

Horizontal

Drawn

Checked

Approved

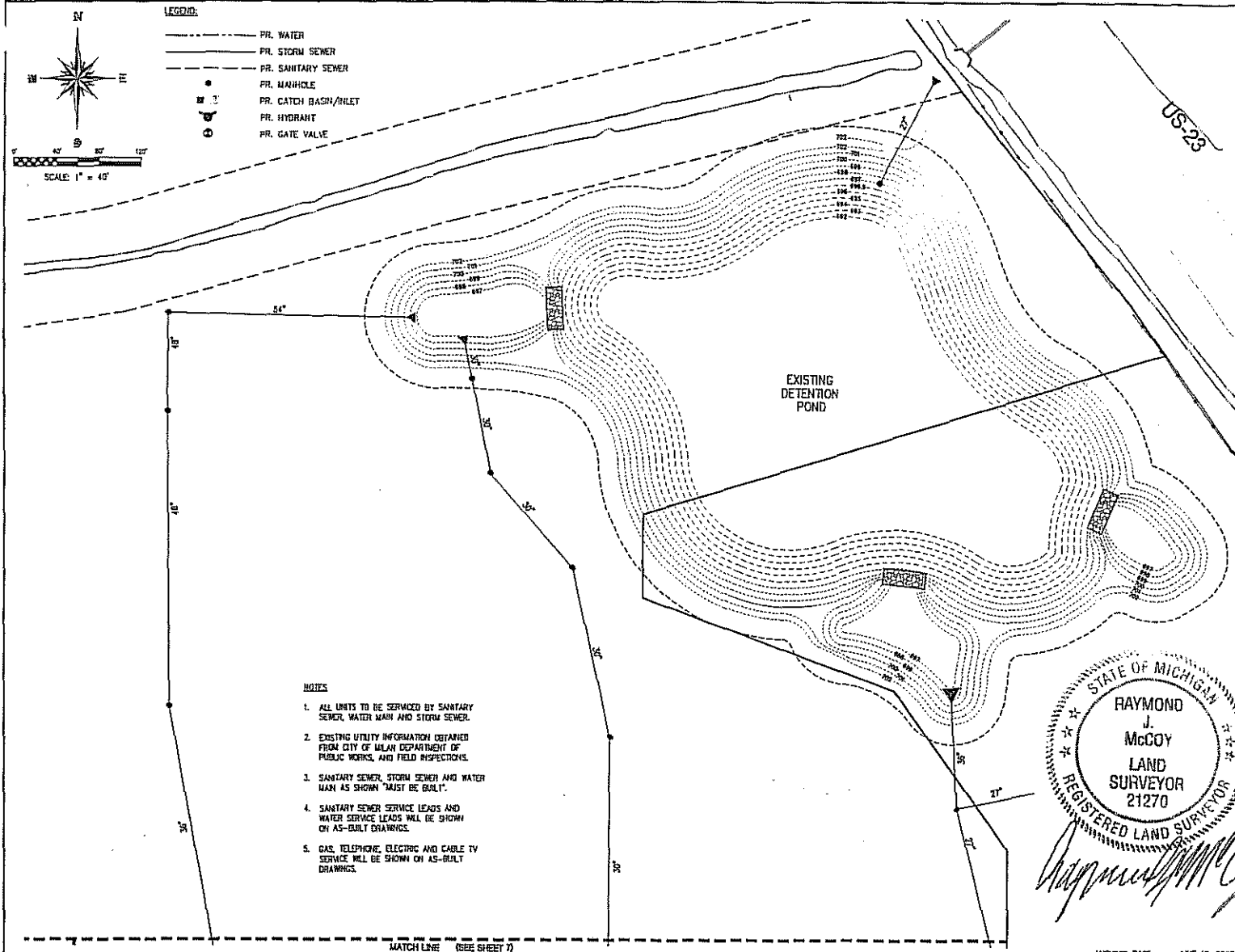
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Job no.

01012

Sheet no.

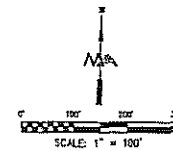
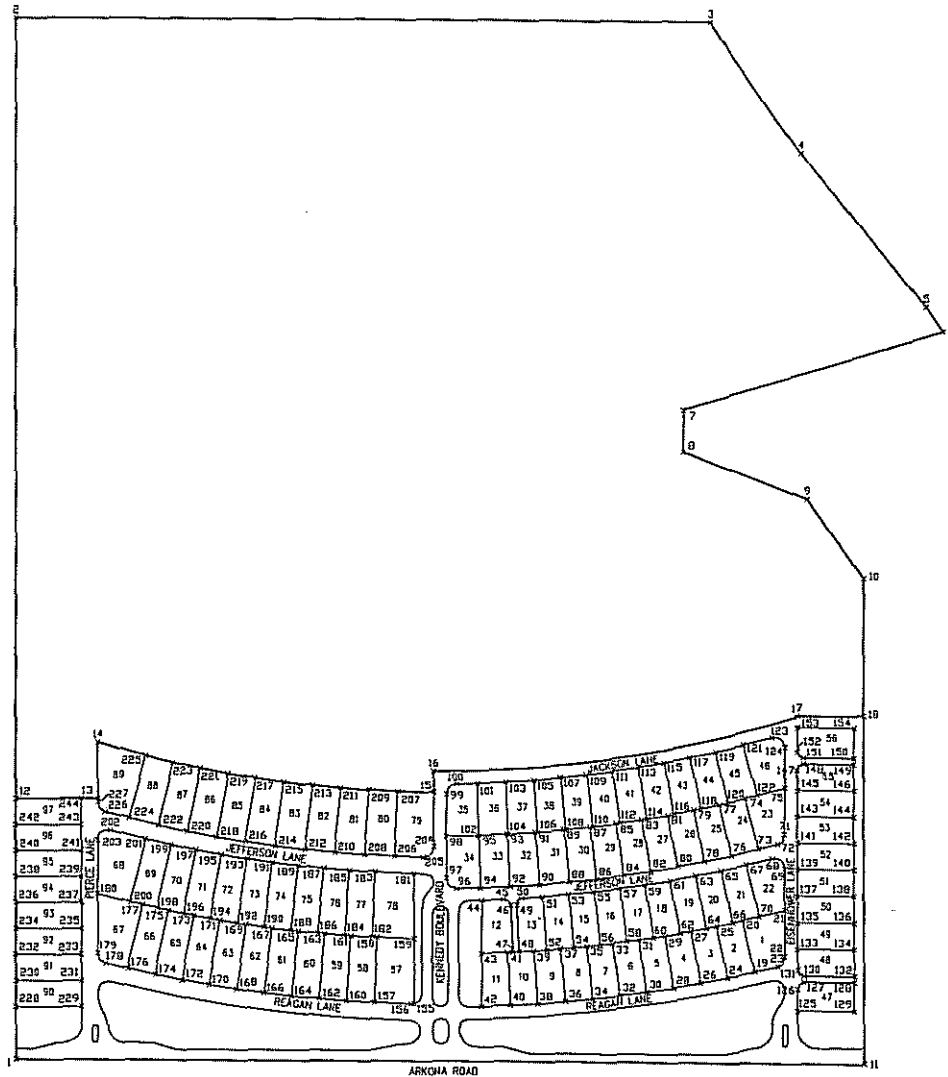
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**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERING  
 SURVEYING, PLANNING  
 2550 Apple Industrial Drive  
 Rochester Hills, Michigan 48309  
 PHONE: (248) 863-3850  
 FAX: (248) 863-3075  
 HTTP://WWW.MICKALICH.COM

Drawn by	
Project Title	UPTOWN VILLAGE
Sheet Title	UTILITY PLAN
Client	UPTOWN VILLAGE, LTD
Date	
Issued for	
By	
Scale	
Vertical	
Horizontal	1" = 40'
Drawn	MM
Checked	MM
Approved	MM
Date	6/15/03
Job No.	01012
Sheet No.	8





STATE OF MICHIGAN  
 RAYMOND J. MCGOY  
 LAND SURVEYOR  
 21270  
*Raymond J. McGoy*

**MICKALICH and ASSOCIATES, INC.**  
 CIVIL ENGINEERS  
 SURVEYORS PLANNERS  
 2250 Arden Industrial Drive  
 Rochester Hills, MI 48309  
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 FAX: (248) 863-1200  
 HTTP://WWW.MICKALICH.COM

Project Title  
 UPTOWN VILLAGE

Sheet Title  
 COORDINATE  
 PLAN

Client  
 UPTOWN VILLAGE, LTD

Date Issued for By

Scale  
 Vertical 1" = 100'  
 Horizontal

Drawn BY

Checked JLM

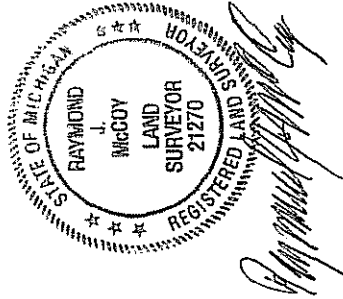
Approved RJA

Date 5/27/03

Job No.  
 01012

Sheet No.  
 9

AMENDED DATE: JUNE 16, 2003



2003

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OFFICIAL SEAL

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Washtenaw Co., MI  
Lawrence Kestenbaum  
Clerk RegisterACS-5637839-ADM-2005  
Lawrence Kestenbaum, Washtenaw

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## THIRD AMENDMENT TO MASTER DEED

### UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, as amended by Second Amendment to the Master Deed, recorded in Liber 4305, Page 700, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed of the Condominium pursuant to the authority reserved in Article VIII and Article XIII of the Master Deed for the purposes of expanding the size of the Condominium to include the swimming pool and clubhouse and Units 98 – 118 within the Condominium by the addition of the land described in Section 1 below, and to clarify the obligations of the Developer and the Association to maintain the storm drainage system.

Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:

Part of the SE 1/4 of Section 26, T.4S., R.6E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Commencing at the South 1/4 corner of said section 26; thence N.88°50'20"E; 1,624.28 feet along the South line of said section 26; thence N.01°24'53"W., 668.18 feet; thence S.88°35'07"W., 125.27 feet; thence 256.15 feet along the arc of a curve to the right, radius 2,224.00 feet, central angle 06°35'56", chord bearing S.73°55'08"W., chord 256.00 feet to the point of beginning; thence 453.22 feet along the arc of a curve to the right, radius 2,224.00 feet, central angle 11°40'34", chord bearing of N.83°03'24"E., 452.44 feet; thence S.01°24'53"E., 40.27 feet; thence 115.07 feet along the arc of a curve to the right, radius 2,264.25 feet, central angle 02°54'42", chord bearing of S.89°39'19"E., 115.05 feet; thence



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N.01°24'53"E., 47.94 feet; thence N.88°35'07"E., 32.00 feet; thence N.01°24'53"E., 97.80 feet along the arc of a curve to the right, radius 61.84 feet, central angle 90°36'30", chord bearing N.43°16'52"E., 87.92 feet; thence N.88°35'07"E., 17.50 feet; thence N.01°24'53"W., 32.00 feet; thence N.88°35'07"E., 17.50 feet; thence 123.72 feet along the arc of a curve to the right, radius 93.84 feet, central angle 75°32'45", chord bearing of S.53°38'31"E., 114.95 feet; thence 27.64 feet along the arc of a curve to the left, radius 20.00 feet, central angle 79°11'43", chord bearing of N.55°28'00"E., 25.50 feet; thence N.84°56'08"E., 323.18 feet; thence 6.81 feet along the arc of a curve to the right, radius 243.00 feet, central angle 01°36'22", chord bearing of N.85°44'19"E., 6.81 feet; thence S.01°24'53"E., 431.96 feet to the point of beginning. Contains 5.92 acres and subject to all easements and restrictions of record.

Tax Id No. 19-19-26-400-006 PT

19-19-26-405-001 thru 19-19-26-405-056

2. Second Amended Article II of said Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II of the Master Deed as originally recorded and amended and the originally recorded and amended Article II shall be of no further force or effect.

## **SECOND AMENDED ARTICLE II** **OF THE MASTER DEED OF UPTOWN VILLAGE**

### **ARTICLE II**

#### **LEGAL DESCRIPTION**

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

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet; thence N.01°24'53"W., 121.65 feet; thence N.88°35'07"E., 32.00 feet; thence N.01°24'53"W., 360.60 feet; thence 97.73 feet along the arc of a curve to the right, radius 62.00 feet, central angle 90°18'48", chord bearing N.43°16'45"E., 87.93 feet; thence N.88°35'07"E., 13.16 feet; thence N.01°24'53"W., 32.00 feet; thence N.88°35'07"E., 17.50 feet; thence 123.72 feet along the arc of a curve to the right, radius 93.84 feet, central angle 75°32'45", chord bearing of S.53°38'31"E., 114.95 feet; thence 27.64 feet along the arc of a curve to the left, radius 20.00 feet, central angle 79°11'43", chord bearing of S.55°28'00"E., 25.50 feet; thence N.84°56'08"E., 323.18 feet; thence 6.81 feet along the arc of a curve to the left, radius 243.00 feet, central angle 01°36'22",



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chord bearing of N.85°44'19"E., 6.81 feet; thence S.01°24'53"E., 431.96 feet. thence 256.15 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 06°35'56", chord bearing of N.73°55'08"E., 256.00 feet; thence N.88°35'07"E. 125.27 feet; thence S.01°24'53"E., 668.20 feet to the South line of Section 26; thence along the South line of Section 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 27.23 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

Tax Id No. 19-19-26-400-006

3. First Amended Article IV-3C of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-3C of the Master Deed as originally recorded, and the originally recorded Article IV-3C shall be of no further force or effect.

**FIRST AMENDED ARTICLE IV - 3C**  
**OF THE MASTER DEED OF UPTOWN VILLAGE**

**ARTICLE IV**

**COMMON ELEMENTS**

\* \* \*  
\* \* \*

3. Repair Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows.

\* \* \*  
\* \* \*

C. Specific Obligations of the Developer and the Association. The Association shall be solely responsible for the establishment of procedures for the protection of the open areas and the wetlands. The Developer and/or the Association, as the case may be, shall maintain the storm drainage system in the Condominium in accordance with the requirements of the City of Milan and as set forth in the Storm Water Drainage Maintenance Plan attached hereto as Exhibit "C". During the construction of the Condominium, the Developer shall be responsible to perform maintenance to the storm water drainage system. After construction in the Condominium is completed, the Association shall be responsible for the permanent maintenance tasks for the storm drainage system according to the schedule and initial budget set forth in Exhibit "D" hereto. Routine maintenance of the storm water facilities must be completed within fifteen (15) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the City of Milan or its successors. Emergency maintenance (i.e.,



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when there is endangerment to public health, safety or welfare) shall be performed immediately upon receipt of written notice. Should the Association fail to act within these time frames, the City of Milan or its successors may perform the necessary maintenance and assess the costs of such maintenance against the Condominium Units in the Condominium and shall collect such costs in the same manner as real estate taxes levied against the Units.

4. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Replat No. 3 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded Sheets of the Condominium Subdivision Plan of Uptown Village, as amended, and the aforescribed originally recorded and amended Sheets shall be of no further force and effect.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

State of Michigan )  
County of Oakland ) ss

Uptown Village, Ltd., a Michigan corporation

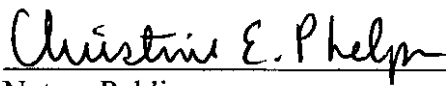
By: 

Phillip W. McCafferty

Its: President

On the 18th day of March, 2005, the foregoing Third Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS  
NOTARY PUBLIC LIVINGSTON CO., MI  
MY COMMISSION EXPIRES Jan 27, 2007



Notary Public

State of Michigan, County of Livingston

My Commission Expires: 1/27/07

Acting in the County of Oakland

THIRD AMENDMENT TO MASTER DEED DRAFTED  
BY AND WHEN RECORDED RETURN TO:

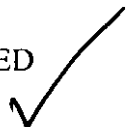
Samuel K. Hodgdon, Esq.

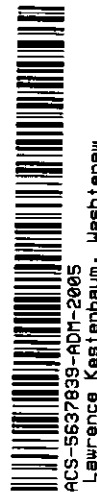
Uptown Village, Ltd.

P.O. Box 308

New Hudson, MI 48165

(248) 684.1234

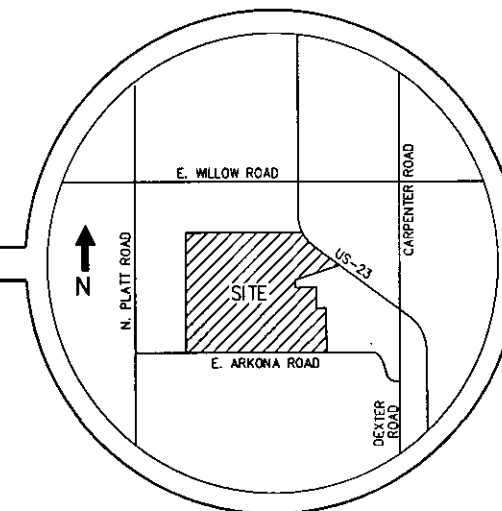




# REPLAT No 3 TO THE EXHIBIT "B" TO MASTER DEED OF UPTOWN VILLAGE WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 403

PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 6 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS  
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE  
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER 403. THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYORS CERTIFICATE.



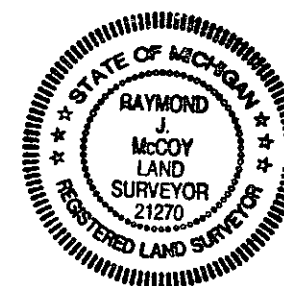
## LEGAL DESCRIPTION

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet; thence N.01°24'53"W., 121.65 feet; thence N.88°35'07"E., 32.00 feet; thence N.01°24'53"W., 360.60 feet; thence 97.73 feet along the arc of a curve to the right, radius 62.00 feet, central angle 90°18'48", chord bearing N.43°16'45"E., 87.93 feet; thence N.88°35'07"E., 13.16 feet; thence N.01°24'53"W., 32.00 feet; thence N.88°35'07"E., 17.50 feet; thence 123.72 feet along the arc of a curve to the right, radius 93.84 feet, central angle 75°32'45", chord bearing of S.53°38'31"E., 114.95 feet; thence 27.64 feet along the arc of a curve to the left, radius 20.00 feet, central angle 79°11'43", chord bearing of S.55°28'00"E., 25.50 feet; thence N.84°56'08"E., 323.18 feet; thence 6.81 feet along the arc of a curve to the left, radius 243.00 feet, central angle 01°36'22", chord bearing of N.85°44'19"E., 6.81 feet; thence S.01°24'53"E., 431.96 feet; thence 256.15 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 06°35'56", chord bearing of N.73°55'08"E., 256.00 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.20 feet to the South line of Section 26; thence along the South line of Section 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 27.23 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

## PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S., R.6E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning distant N.01°25'45"W., 500.00 feet along the North-South 1/4 line from the South 1/4 corner of said Section 26; thence continuing N.01°25'45"W., 1489.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three (3) courses along said right-of-way line

- 1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;
  - 2) S.40°13'25"E., 377.52 feet;
  - 3) S.36°58'25"E., 57.21 feet;
- thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.31 feet; thence S.88°35'07"W., 125.27 feet; thence 256.15 feet along the arc of a curve to the right, radius 2224.00 feet, central angle 06°35'56", chord bearing of S.73°55'08"W., 256.00 feet; thence N.01°24'53"W., 431.96 feet; thence 6.81 feet along the arc of a curve to the left, radius 243.00 feet, central angle 01°36'22", chord bearing of S.85°44'19"W., 6.81 feet; thence S.84°56'08"W., 323.18 feet; thence 27.64 feet along the arc of a curve to the right, radius 20.00 feet, central angle 79°11'43", chord bearing of N.55°28'00"W., 25.50 feet; thence 123.72 feet along the arc of a curve to the left, radius 93.84 feet, central angle 73°32'45", chord bearing of N.53°38'31"W., 114.95 feet; thence S.88°35'07"W., 17.50 feet; thence S.01°24'53"E., 32.00 feet; thence S.88°35'07"W., 13.16 feet; thence 97.73 feet along a curve to the left, radius 62.00, central angle 90°18'48", chord bearing S.43°16'45"E., 87.93 feet; thence S.01°24'53"E., 360.60 feet; thence S.88°35'07"W., 32.00 feet; thence S.01°24'53"E., 121.65 feet; thence 538.64 feet along the arc of a curve to the left, radius 2264.25, central angle 13°37'48", chord bearing N.81°23'04"W., 537.37 feet; thence S.01°25'45"E., 109.42 feet; thence S.88°34'15"W., 157.00 feet to the Point of Beginning. Contains 44.29 acres of land and subject to all easements and restrictions of record.



## SHEET INDEX

- \* 1 TITLE SHEET
- \* 2 SURVEY PLAN
- \* 3 SITE PLAN
- \* 4 SITE PLAN
- \* 5 SITE PLAN
- \* 6 CURVE DATA
- \* 7 UTILITY PLAN
- \* 8 UTILITY PLAN
- \* 9 UTILITY PLAN
- \* 10 COORDINATE PLAN
- \* 11 COORDINATE DATA

\* DENOTES SHEETS AMENDED  
OR ADDED ON DECEMBER 1, 2004

## PROPRIETOR

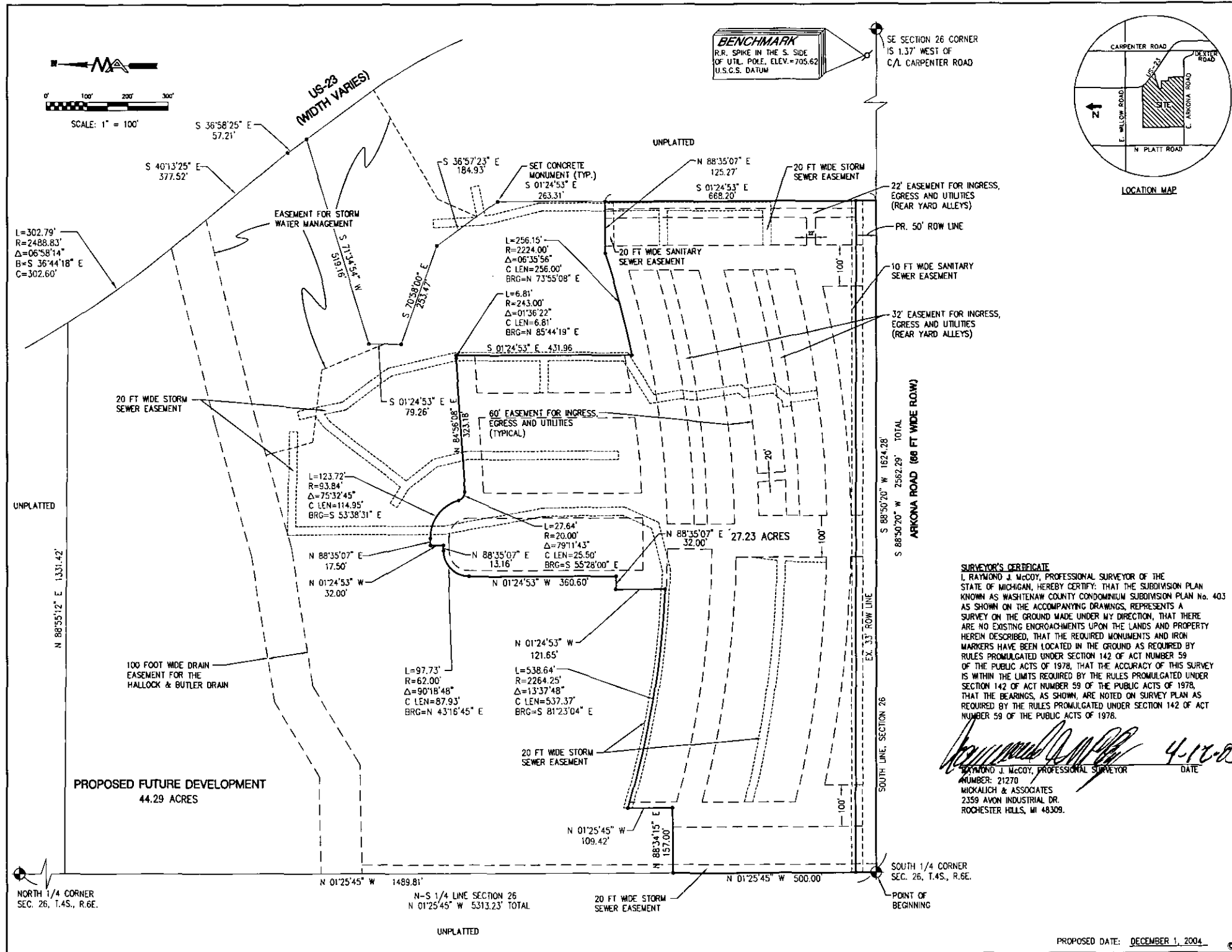
UPTOWN VILLAGE, LTD  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

## SURVEYOR

MICKALICH and ASSOCIATES, INC.  
2359 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 852-1900

PROPOSED DATE: DECEMBER 1, 2004

RAYMOND J. MCCOY  
R.L.S. No. 21270



**SURVEYOR'S CERTIFICATE**  
I, RAYMOND J. MCCOY, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN No. 403 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS 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 NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

*Raymond J. McCoy* 4-12-05  
RAYMOND J. MCCOY, PROFESSIONAL SURVEYOR  
NUMBER: 21270  
MICKALICH & ASSOCIATES  
2359 AVON INDUSTRIAL DR.  
ROCHESTER HILLS, MI 48309.

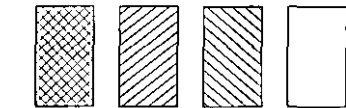
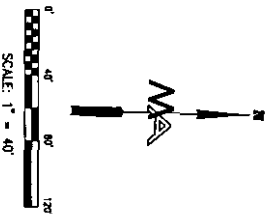
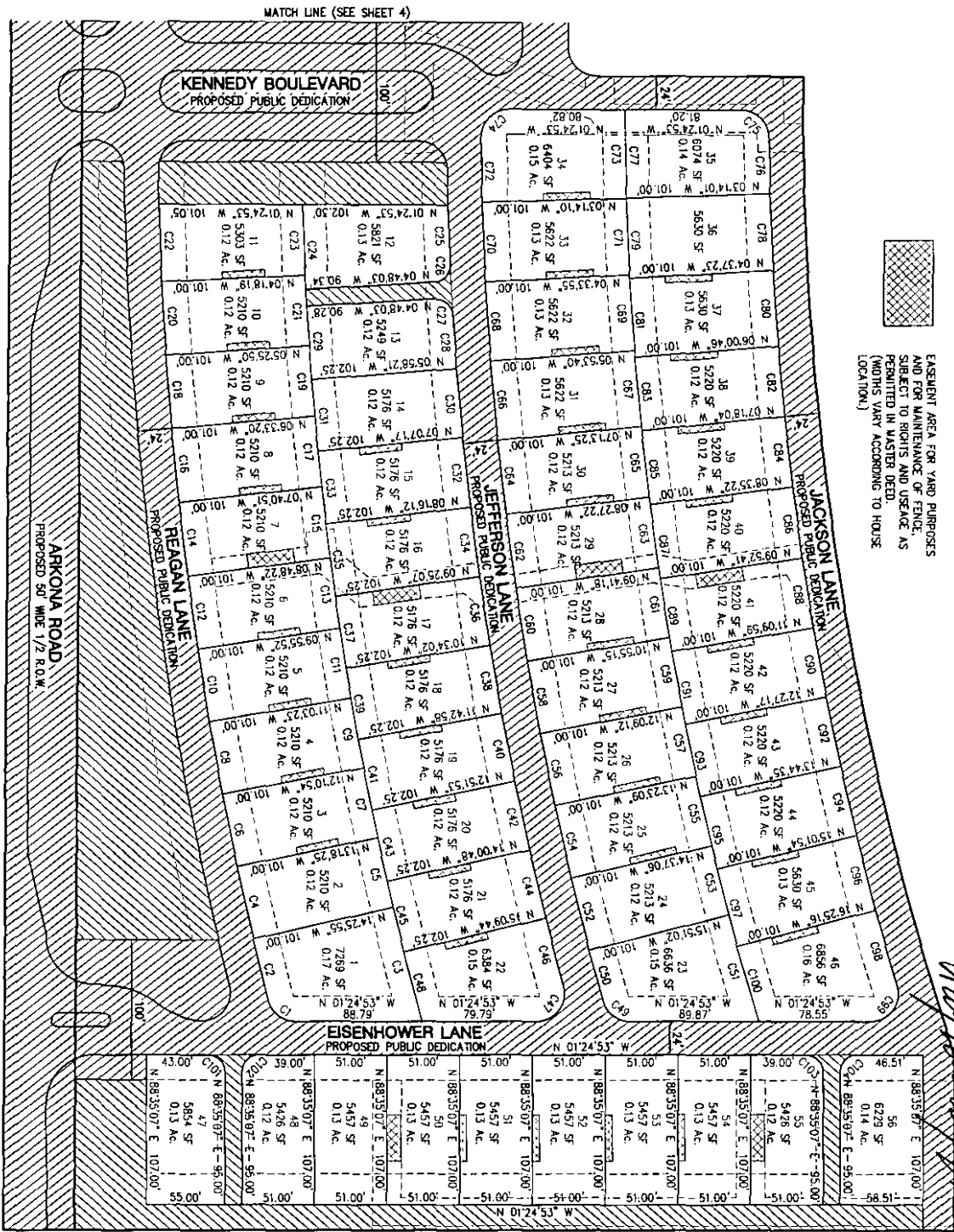
Engineer's Seal	
Project Title	UPTOWN VILLAGE
Sheet Title	SURVEY PLAN
Client	UPTOWN VILLAGE, LTD
Date Issued for	
By	
Scale	
Vertical	
Horizontal	1"=50'
Drawn	JPH
Checked	TMB
Approved	APM
Date	5/11/05
Job no.	01012
Sheet no.	2





ACS-5637839-ADM-2005  
Lawrence Kestenbaum, Washtenaw

L-4471 P-546



**LEGEND**

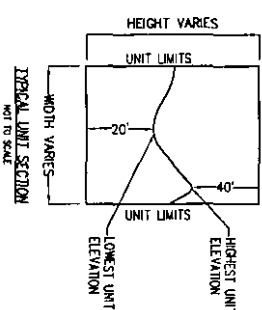
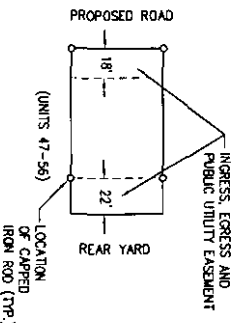
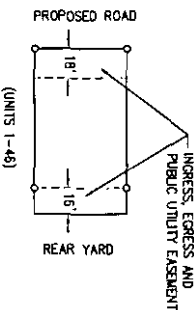
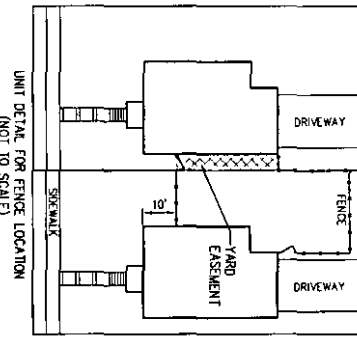
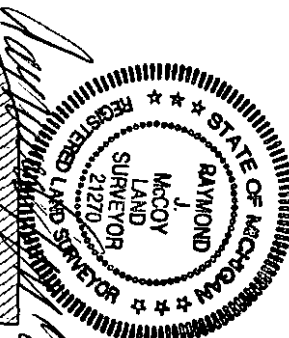
UNIT OF OWNERSHIP

GENERAL COMMON ELEMENT

PROPOSED PUBLIC DEDICATION

EASEMENT AREA FOR YARD PURPOSES AND FOR MAINTENANCE OF FENCE. SUBJECT TO RIGHTS AND USAGE AS PERMITTED IN MASTER DEED. (NOTES VARY ACCORDING TO HOUSE LOCATION.)

- NOTES:**
1. ALL ROADS AND SITE IMPROVEMENTS MUST BE BUILT.
  2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNITS ARE CONVEYED TO THE DEVELOPER. UNITS AND COMMON ELEMENTS MAY BE MODIFIED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
  3. ALL ROADS ARE PROPOSED PUBLIC.



**NOTE:**  
SEE SHEET 6 FOR CURVE DATA  
PROPOSED DATE: DECEMBER 01, 2004

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING  
20000 W. LANSING  
PO BOX 188  
ANN ARBOR MI 48106  
PHONE 248 983-2800  
FAX 248 983-2800  
HTTP://WWW.MICKALICH.COM

**UPTOWN VILLAGE**

**SITE PLAN**

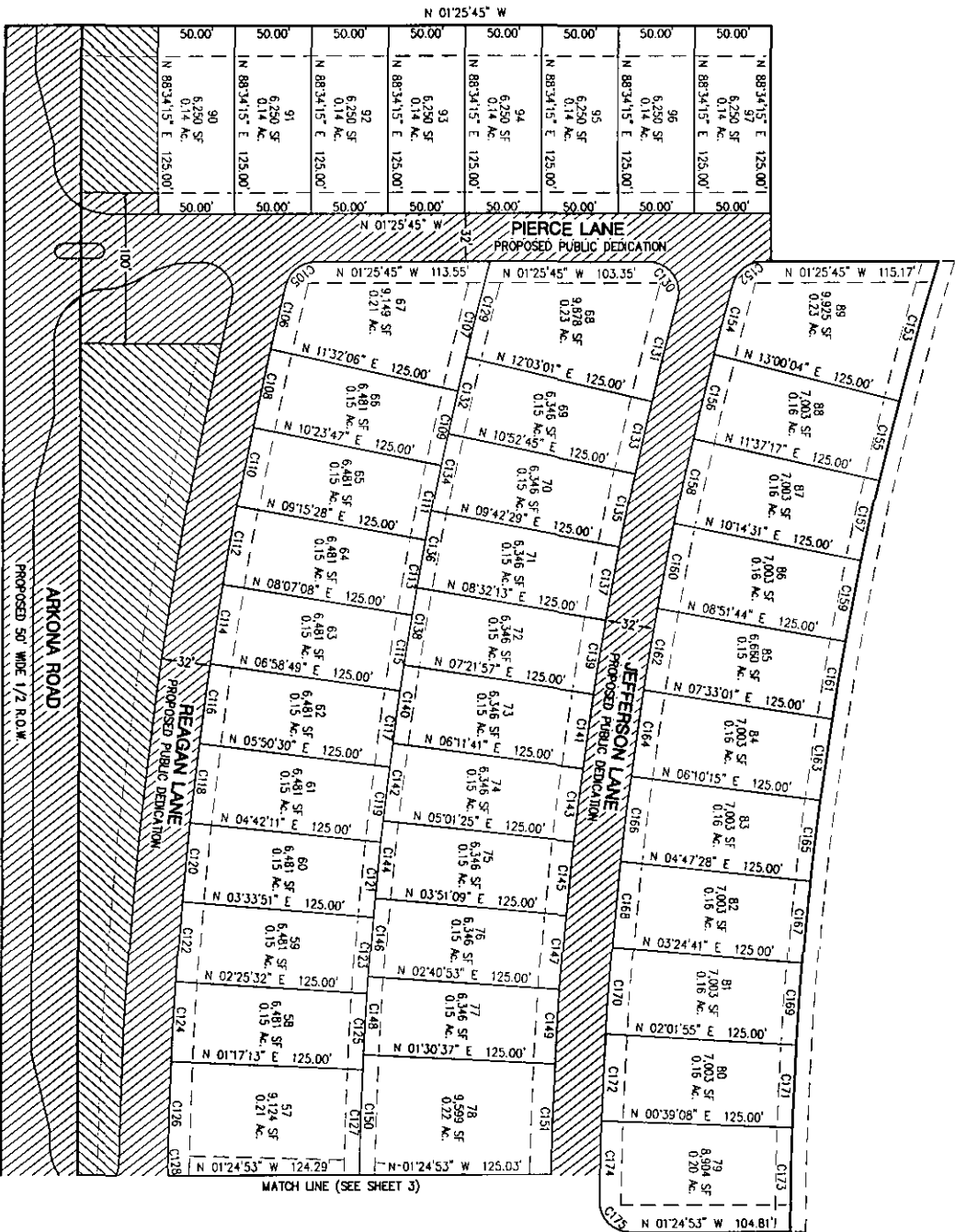
**UPTOWN VILLAGE, LTD**

Drawn by	Checked by	Approved by	Date
07012			



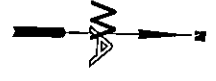
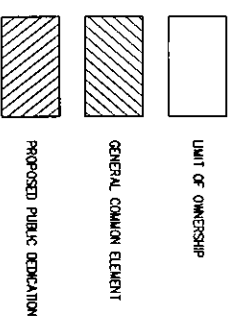
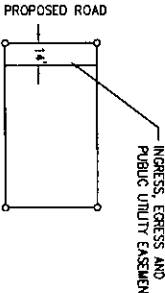
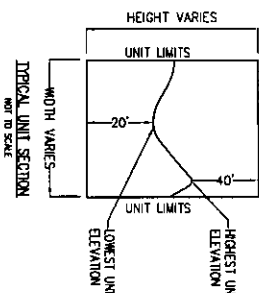
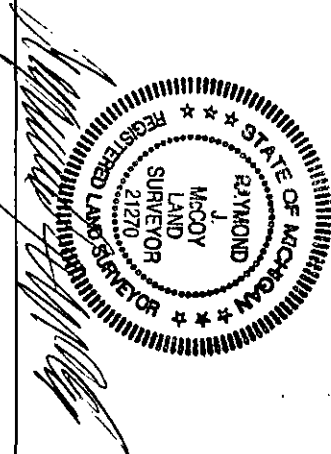
ACS-5637839-ADM-2005  
Lawrence Kestenbaum, Washnetaw

L-4471 P-546



NOTES

- 1. ALL ROADS AND SITE IMPROVEMENTS "MUST BE BUILT".
- 2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNITS ARE CONVEYED TO THE DEVELOPER, AND THE UNITS AND COMMON ELEMENTS MAY BE MODIFIED, ADDED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
- 3. ALL ROADS ARE PROPOSED PUBLIC.

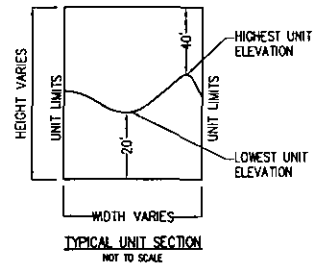
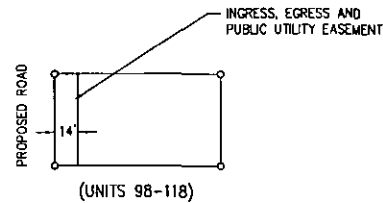
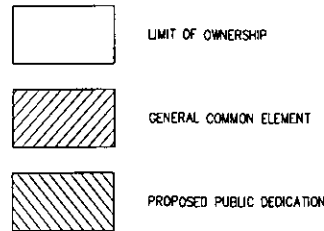


PROPOSED DATE: DECEMBER 01, 2004

Project Title <b>UPTOWN VILLAGE</b>		Owner <b>UPTOWN VILLAGE, LTD</b>	
Site Plan		Drawn By <b>AKL</b>	
Sheet Title <b>4</b>		Checked By <b>JMS</b>	
Date <b>01/02</b>		Approved By <b>AKL</b>	
Scale <b>1" = 40'</b>		Date <b>01/02</b>	
Vertical <b>1" = 40'</b>		Horizontal <b>1" = 40'</b>	
North Arrow		Project No. <b>4</b>	
Drawing No. <b>01012</b>		Sheet No. <b>4</b>	

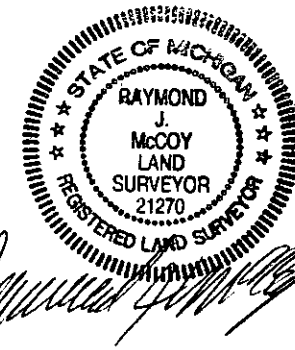
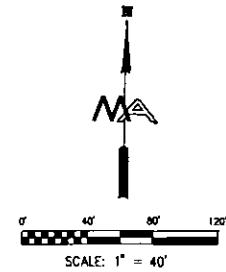
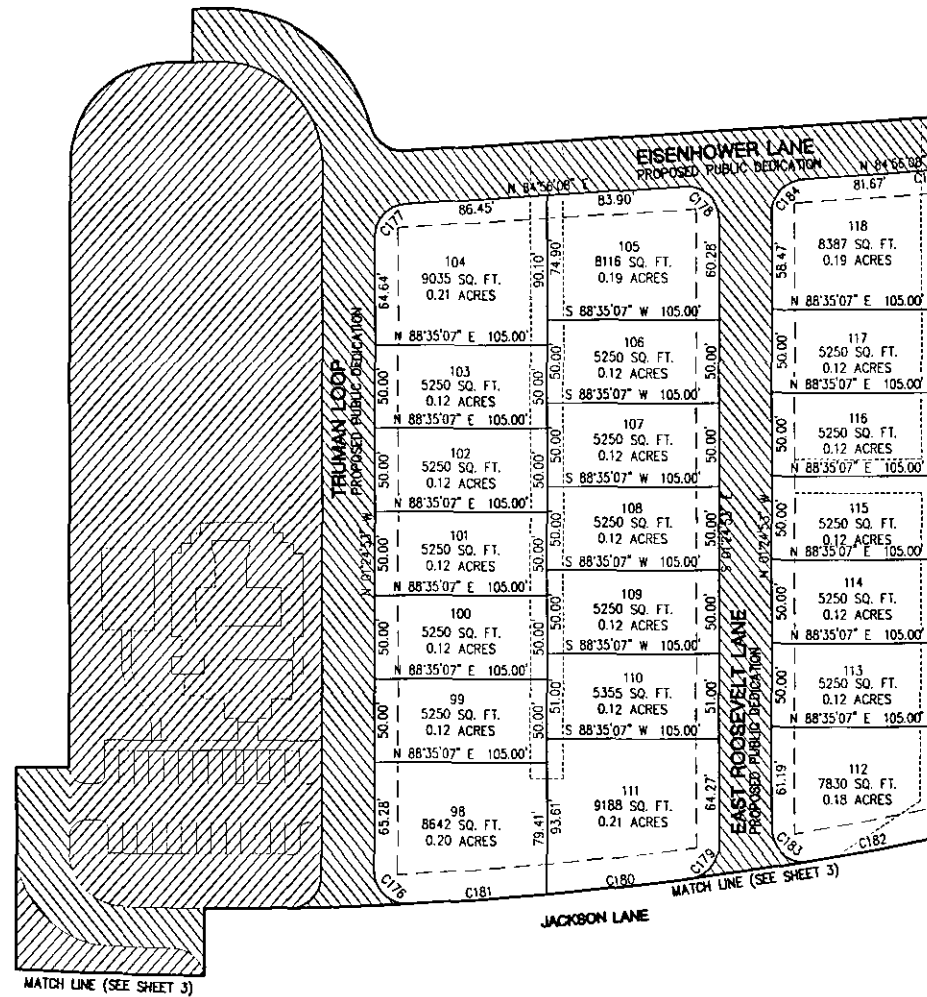
**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING  
2289 W. LEXINGTON  
ANN ARBOR, MI 48106  
PHONE: 734.963.5000  
FAX: 734.963.5000  
HTTP://WWW.MICKALICH.COM

# LEGEND



## NOTES:

1. ALL ROADS AND SITE IMPROVEMENTS "NEED NOT BE BUILT".
2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNSOLD UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MODIFIED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
3. ALL ROADS ARE PROPOSED PUBLIC.



NOTE:  
SEE SHEET 6 FOR CURVE DATA

Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

SITE PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Scale

Vertical 1" = 40'

Horizontal

Drawn JPH

Checked THB

Approved APW

Date 12/01/04

Job no.

01012

Sheet no.

5

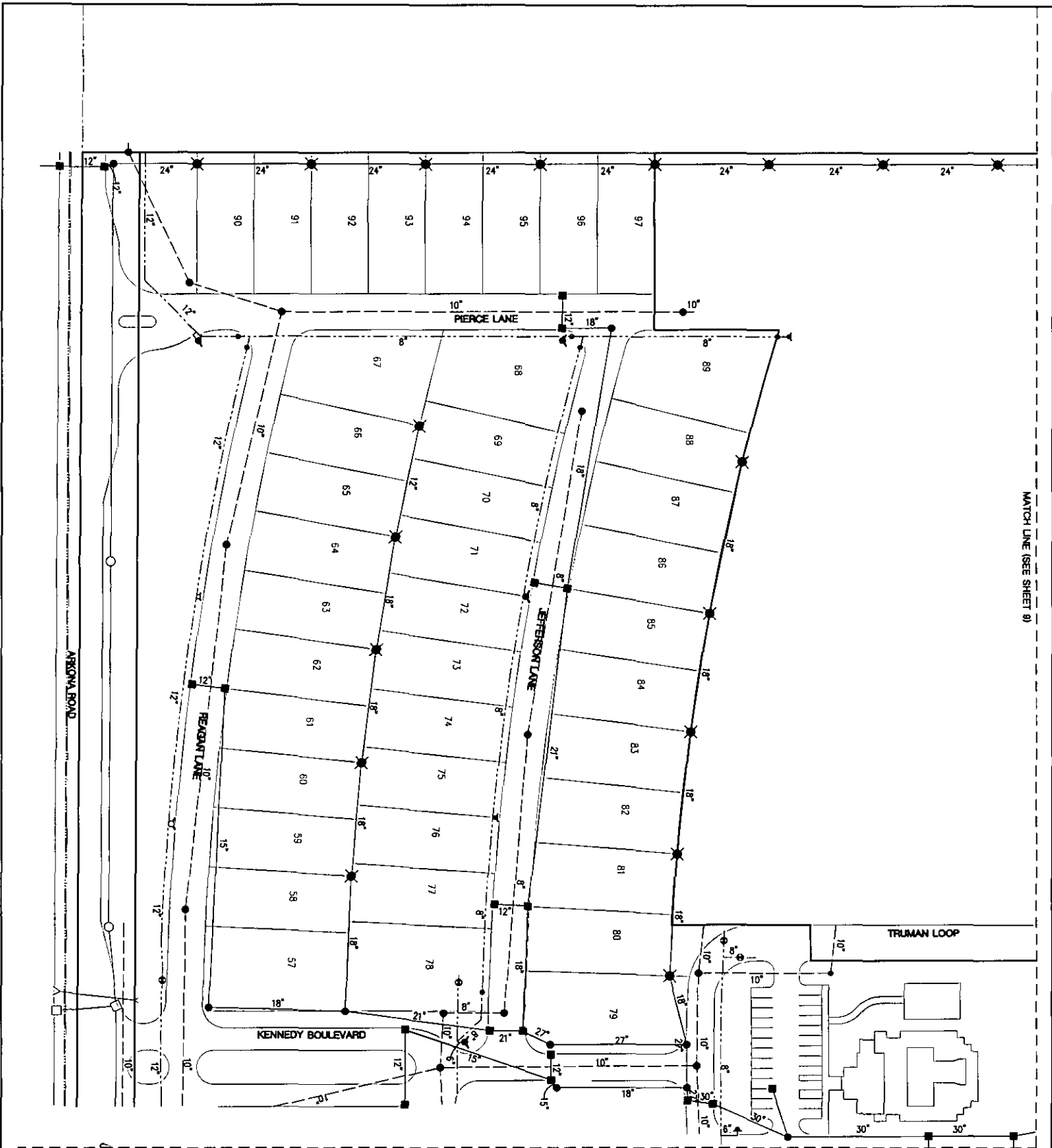
L-4471 P-546

ACS-5637839-A01-2005  
Lawrence Kestenbaum, Esq.

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00'	25.54'	S 36°35'41" W	24.63'	75°01'08"
C2	2677.25'	45.04'	S 75°05'10" W	45.04'	00°57'50"
C3	2576.25'	84.20'	S 74°37'54" W	84.20'	01°52'21"
C4	2677.25'	52.58'	S 76°07'50" W	52.58'	01°07'31"
C5	2576.25'	50.59'	S 76°07'50" W	50.59'	01°07'31"
C6	2677.25'	52.58'	S 77°15'21" W	52.58'	01°07'31"
C7	2576.25'	50.59'	S 77°15'21" W	50.59'	01°07'31"
C8	2677.25'	52.58'	S 78°22'51" W	52.58'	01°07'31"
C9	2576.25'	50.59'	S 78°22'51" W	50.59'	01°07'31"
C10	2677.25'	52.58'	S 79°30'22" W	52.58'	01°07'31"
C11	2576.25'	50.59'	S 79°30'22" W	50.59'	01°07'31"
C12	2677.25'	52.58'	S 80°37'53" W	52.58'	01°07'31"
C13	2576.25'	50.59'	S 80°37'53" W	50.59'	01°07'31"
C14	2677.25'	52.58'	S 81°45'24" W	52.58'	01°07'31"
C15	2576.25'	50.59'	S 81°45'24" W	50.59'	01°07'31"
C16	2677.25'	52.58'	S 82°52'54" W	52.58'	01°07'31"
C17	2576.25'	50.59'	S 82°52'54" W	50.59'	01°07'31"
C18	2677.25'	52.58'	S 84°00'25" W	52.58'	01°07'31"
C19	2576.25'	50.59'	S 84°00'25" W	50.59'	01°07'31"
C20	2677.25'	52.58'	S 85°07'56" W	52.58'	01°07'31"
C21	2576.25'	50.59'	S 85°07'56" W	50.59'	01°07'31"
C22	2677.25'	55.05'	S 86°17'02" W	55.05'	01°10'42"
C23	2576.25'	49.96'	S 86°15'01" W	49.96'	01°06'40"
C24	2576.25'	60.24'	S 86°08'09" W	60.24'	01°20'23"
C25	2474.00'	42.31'	S 86°14'32" W	42.31'	00°58'48"
C26	12.00'	18.73'	S 49°31'28" E	16.89'	89°26'49"
C27	12.00'	18.79'	N 40°03'39" E	16.93'	89°43'24"
C28	2474.00'	38.65'	S 84°28'30" W	38.65'	00°53'42"
C29	2576.25'	52.68'	S 84°36'48" W	52.68'	01°10'18"
C30	2474.00'	49.60'	S 83°27'11" W	49.60'	01°08'55"
C31	2576.25'	51.65'	S 83°27'11" W	51.65'	01°08'55"
C32	2474.00'	49.60'	S 82°18'16" W	49.60'	01°08'55"
C33	2576.25'	51.65'	S 82°18'16" W	51.65'	01°08'55"
C34	2474.00'	49.60'	S 81°09'21" W	49.60'	01°08'55"
C35	2576.25'	51.65'	S 81°09'21" W	51.65'	01°08'55"
C36	2474.00'	49.60'	S 80°00'25" W	49.60'	01°08'55"
C37	2576.25'	51.65'	S 80°00'25" W	51.65'	01°08'55"
C38	2474.00'	49.60'	S 78°51'30" W	49.60'	01°08'55"
C39	2576.25'	51.65'	S 78°51'30" W	51.65'	01°08'55"
C40	2474.00'	49.60'	S 77°42'35" W	49.60'	01°08'55"
C41	2576.25'	51.65'	S 77°42'35" W	51.65'	01°08'55"
C42	2474.00'	49.60'	S 76°33'39" W	49.60'	01°08'55"
C43	2576.25'	51.65'	S 76°33'39" W	51.65'	01°08'55"
C44	2474.00'	49.60'	S 75°24'44" W	49.60'	01°08'55"
C45	2576.25'	51.65'	S 75°24'44" W	51.65'	01°08'55"
C46	2474.00'	50.50'	S 74°15'11" W	50.50'	01°10'10"
C47	20.00'	36.62'	S 53°52'23" E	31.72'	104°55'01"
C48	2576.25'	51.37'	S 74°16'00" W	51.37'	01°08'33"
C49	20.00'	26.07'	S 35°55'32" W	24.26'	74°40'51"
C50	2450.00'	37.77'	S 73°42'28" W	37.77'	00°53'00"
C51	2349.00'	79.25'	S 73°10'58" W	79.25'	01°55'59"
C52	2450.00'	52.70'	S 74°45'56" W	52.70'	01°13'57"
C53	2349.00'	50.53'	S 74°45'56" W	50.53'	01°13'57"
C54	2450.00'	52.70'	S 75°59'53" W	52.70'	01°13'57"
C55	2349.00'	50.53'	S 75°59'53" W	50.53'	01°13'57"
C56	2450.00'	52.70'	S 77°13'50" W	52.70'	01°13'57"
C57	2349.00'	50.53'	S 77°13'50" W	50.53'	01°13'57"
C58	2450.00'	52.70'	S 78°27'46" W	52.70'	01°13'57"
C59	2349.00'	50.53'	S 78°27'46" W	50.53'	01°13'57"
C60	2450.00'	52.70'	S 79°41'43" W	52.70'	01°13'57"
C61	2349.00'	50.53'	S 79°41'43" W	50.53'	01°13'57"
C62	2450.00'	52.70'	S 80°55'40" W	52.70'	01°13'57"
C63	2349.00'	50.53'	S 80°55'40" W	50.53'	01°13'57"
C64	2450.00'	52.70'	S 82°09'37" W	52.70'	01°13'57"
C65	2349.00'	50.53'	S 82°09'37" W	50.53'	01°13'57"
C66	2450.00'	56.83'	S 83°26'28" W	56.83'	01°19'45"
C67	2349.00'	54.49'	S 83°26'28" W	54.49'	01°19'45"
C68	2450.00'	56.83'	S 84°46'13" W	56.83'	01°19'45"
C69	2349.00'	54.49'	S 84°46'13" W	54.49'	01°19'45"
C70	2450.00'	56.83'	S 86°05'57" W	56.83'	01°19'45"
C71	2349.00'	54.49'	S 86°05'57" W	54.49'	01°19'45"
C72	2450.00'	45.62'	S 87°17'50" W	45.62'	01°04'01"
C73	2349.00'	62.68'	S 87°31'42" W	62.67'	01°31'43"
C74	20.00'	31.68'	N 46°47'31" W	28.47'	90°45'16"
C75	20.00'	31.13'	N 43°10'52" E	28.08'	89°11'30"
C76	2248.00'	39.65'	S 87°16'18" W	39.65'	01°00'38"
C77	2349.00'	62.57'	S 87°31'46" W	62.57'	01°31'35"
C78	2248.00'	54.52'	S 86°04'18" W	54.51'	01°23'22"
C79	2349.00'	56.97'	S 86°04'18" W	56.96'	01°23'22"
C80	2248.00'	54.52'	S 84°40'56" W	54.51'	01°23'22"
C81	2349.00'	56.97'	S 84°40'56" W	56.96'	01°23'22"
C82	2248.00'	50.55'	S 83°20'35" W	50.55'	01°17'18"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C83	2349.00'	52.82'	S 83°20'35" W	52.82'	01°17'18"
C84	2248.00'	50.55'	S 82°03'17" W	50.55'	01°17'18"
C85	2349.00'	52.82'	S 82°03'17" W	52.82'	01°17'18"
C86	2248.00'	50.55'	S 80°45'59" W	50.55'	01°17'18"
C87	2349.00'	52.82'	S 80°45'59" W	52.82'	01°17'18"
C88	2248.00'	50.55'	S 79°28'40" W	50.55'	01°17'18"
C89	2349.00'	52.82'	S 79°28'40" W	52.82'	01°17'18"
C90	2248.00'	50.55'	S 78°11'22" W	50.55'	01°17'18"
C91	2349.00'	52.82'	S 78°11'22" W	52.82'	01°17'18"
C92	2248.00'	50.55'	S 76°54'04" W	50.55'	01°17'18"
C93	2349.00'	52.82'	S 76°54'04" W	52.82'	01°17'18"
C94	2248.00'	50.55'	S 75°36'45" W	50.55'	01°17'18"
C95	2349.00'	52.82'	S 75°36'45" W	52.82'	01°17'18"
C96	2248.00'	54.52'	S 74°16'25" W	54.51'	01°23'22"
C97	2349.00'	56.97'	S 74°16'25" W	56.96'	01°23'22"
C98	2248.00'	56.38'	S 72°51'37" W	56.38'	01°26'13"
C99	20.00'	37.16'	S 54°38'11" E	32.04'	106°26'36"
C100	2349.00'	55.86'	S 72°53'51" W	55.86'	01°21'45"
C101	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C102	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C103	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C104	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C105	20.00'	26.57'	N 39°28'53" W	24.66'	76°06'17"
C106	2671.25'	43.42'	N 77°59'58" W	43.42'	00°55'53"
C107	2546.25'	88.07'	N 77°28'27" W	88.07'	01°58'55"
C108	2671.25'	53.09'	N 79°02'04" W	53.09'	01°08'19"
C109	2546.25'	50.60'	N 79°02'04" W	50.60'	01°08'19"
C110	2671.25'	53.09'	N 80°10'23" W	53.09'	01°08'19"
C111	2546.25'	50.60'	N 80°10'23" W	50.60'	01°08'19"
C112	2671.25'	53.09'	N 81°18'42" W	53.09'	01°08'19"
C113	2546.25'	50.60'	N 81°18'42" W	50.60'	01°08'19"
C114	2671.25'	53.09'	N 82°27'01" W	53.09'	01°08'19"
C115	2546.25'	50.60'	N 82°27'01" W	50.60'	01°08'19"
C116	2671.25'	53.09'	N 83°35'21" W	53.09'	01°08'19"
C117	2546.25'	50.60'	N 83°35'21" W	50.60'	01°08'19"
C118	2671.25'	53.09'	N 84°43'40" W	53.09'	01°08'19"
C119	2546.25'	50.60'	N 84°43'40" W	50.60'	01°08'19"
C120	2671.25'	53.09'	N 85°51'59" W	53.09'	01°08'19"
C121	2546.25'	50.60'	N 85°51'59" W	50.60'	01°08'19"
C122	2671.25'	53.09'	N 87°00'18" W	53.09'	01°08'19"
C123	2546.25'	50.60'	N 87°00'18" W	50.60'	01°08'19"
C124	2671.25'	53.09'	N 88°08'38" W	53.09'	01°08'19"
C125	2546.25'	50.60'	N 88°08'38" W	50.60'	01°08'19"
C126	2671.25'	70.54'	N 89°28'10" W	70.53'	01°30'47"
C127	2546.25'	70.06'	N 89°30'05" W	70.06'	01°34'35"
C128	20.00'	5.47'	S 81°58'27" W	5.45'	15°39'58"
C129	2546.25'	65.17'	N 77°12'59" W	65.17'	01°28'00"
C130	20.00'	36.69'	N 51°07'48" E	31.76'	105°07'05"
C131	2421.25'	69.25'	N 77°07'49" W	69.24'	01°38'19"
C132	2546.25'	52.04'	N 78°32'07" W	52.04'	01°10'16"
C133	2421.25'	49.49'	N 78°32'07" W	49.49'	01°10'16"
C134	2546.25'	52.04'	N 79°42'23" W	52.04'	01°10'16"
C135	2421.25'	49.49'	N 79°42'23" W	49.49'	01°10'16"
C136	2546.25'	52.04'	S 80°52'39" E	52.04'	01°10'16"
C137	2421.25'	49.49'	N 80°52'39" W	49.49'	01°10'16"
C138	2546.25'	52.04'	S 82°02'55" E	52.04'	01°10'16"
C139	2421.25'	49.49'	N 82°02'55" W	49.49'	01°10'16"
C140	2546.25'	52.04'	S 83°13'11" E	52.04'	01°10'16"
C141	2421.25'	49.49'	N 83°13'11" W	49.49'	01°10'16"
C142	2546.25'	52.04'	S 84°23'27" E	52.04'	01°10'16"
C143	2421.25'	49.49'	N 84°23'27" W	49.49'	01°10'16"
C144	2546.25'	52.04'	S 85°33'43" E	52.04'	01°10'16"
C145	2421.25'	49.49'	N 85°33'43" W	49.49'	01°10'16"
C146	2546.25'	52.04'	S 86°43'59" E	52.04'	01°10'16"
C147	2421.25'	49.49'	N 86°43'59" W	49.49'	01°10'16"
C148	2546.25'	52.04'	S 87°54'15" E	52.04'	01°10'16"
C149	2421.25'	49.49'	N 87°54'15" W	49.49'	01°10'16"
C150	2546.25'	79.98'	S 89°23'23" E	79.98'	01°47'59"
C151	2421.25'	73.60'	N 89°21'38" W	73.60'	01°44'30"
C152	20.00'	25.97'	N 38°38'05" W	24.19'	74°24'40"
C153	2264.25'	96.01'	S 75°47'03" E	96.00'	02°25'46"
C154	2389.25'	48.32'	N 76°25'10" W	48.32'	01°09'31"
C155	2264.25'	54.52'	S 77°41'19" E	54.52'	01°22'47"
C156	2389.25'	57.53'	N 77°41'19" W	57.53'	01°22'47"
C157	2264.25'	54.52'	S 79°04'06" E	54.52'	01°22'47"
C158	2389.25'	57.53'	N 79°04'06" W	57.53'	01°22'47"
C159	2264.25'	54.52'	S 80°26'53" E	54.52'	01°22'47"
C160	2389.25'	57.53'	N 80°26'53" W	57.53'	01°22'47"
C161	2264.25'	51.85'	S 81°47'37" E	51.85'	01°18'43"
C162	2389.25'	54.71'	N 81°47'37" W	54.71'	01°18'43"
C163	2264.25'	54.52'	S 83°08'22" E	54.52'	01°22'47"
C164	2389.25'	57.53'	N 83°08'22" W	57.53'	01°22'47"

CURVE</
---------



**LEGEND:**

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

**NOTES:**

- ALL LOTS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
- EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF WASHINGTON DEPARTMENT OF PUBLIC WORKS AND FIELD INSPECTIONS.
- SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
- SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
- GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT.

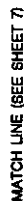
**STATE OF MICHIGAN**  
RAYMOND J. MCCOY  
REGISTERED LAND SURVEYOR  
21270

**UPTOWN VILLAGE**  
UTILITY PLAN  
UPTOWN VILLAGE, LTD.

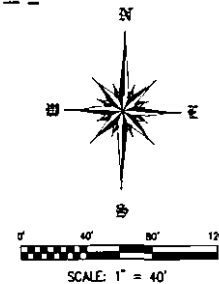
**PROPOSED DATE:** DECEMBER 1, 2004  
**SCALE:** 1" = 40'

**MICKALICH and ASSOCIATES, INC.**  
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2200 W. WASHINGTON  
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Checked By: [Signature]  
Approved By: [Signature]  
Date: 12/01/04  
Job No: 07012  
Sheet No: 7



MATCH LINE (SEE SHEET 9)



**LEGEND:**

- |   |                       |
|---|-----------------------|
|  | PR. WATER             |
|  | PR. STORM SEWER       |
|  | PR. SANITARY SEWER    |
|  | PR. MANHOLE           |
|  | PR. CATCH BASIN/INLET |
|  | PR. HYDRANT           |
|  | PR. GATE VALVE        |

## NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "NEED NOT BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE: DECEMBER 1, 2004



Engineer's Seal

Project Title

UPTOWN VILLAGE

**Event Title**

## UTILITY PLAN

**Client**

UPTOWN VILLAGE, LTD

Date	Issued for	By
8/2/81		

Vertical \_\_\_\_\_  
Horizontal  $T = 40^\circ$  \_\_\_\_\_

Drawn JPH

Checked FMH

Approved TMS

Page 3-45-42

Job No. \_\_\_\_\_

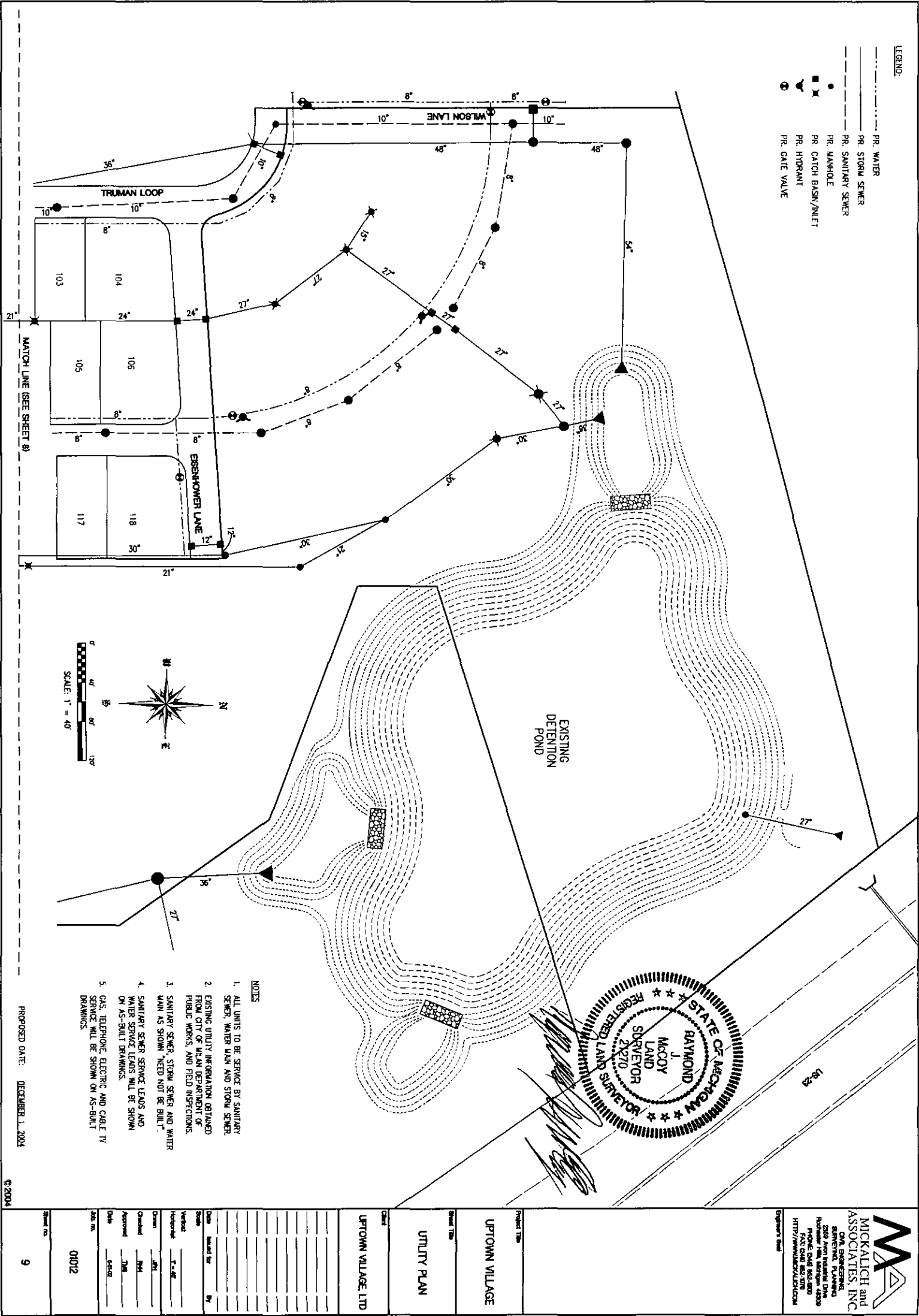
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Sheet No. \_\_\_\_\_

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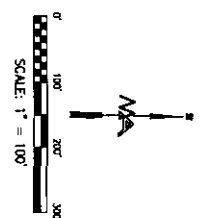
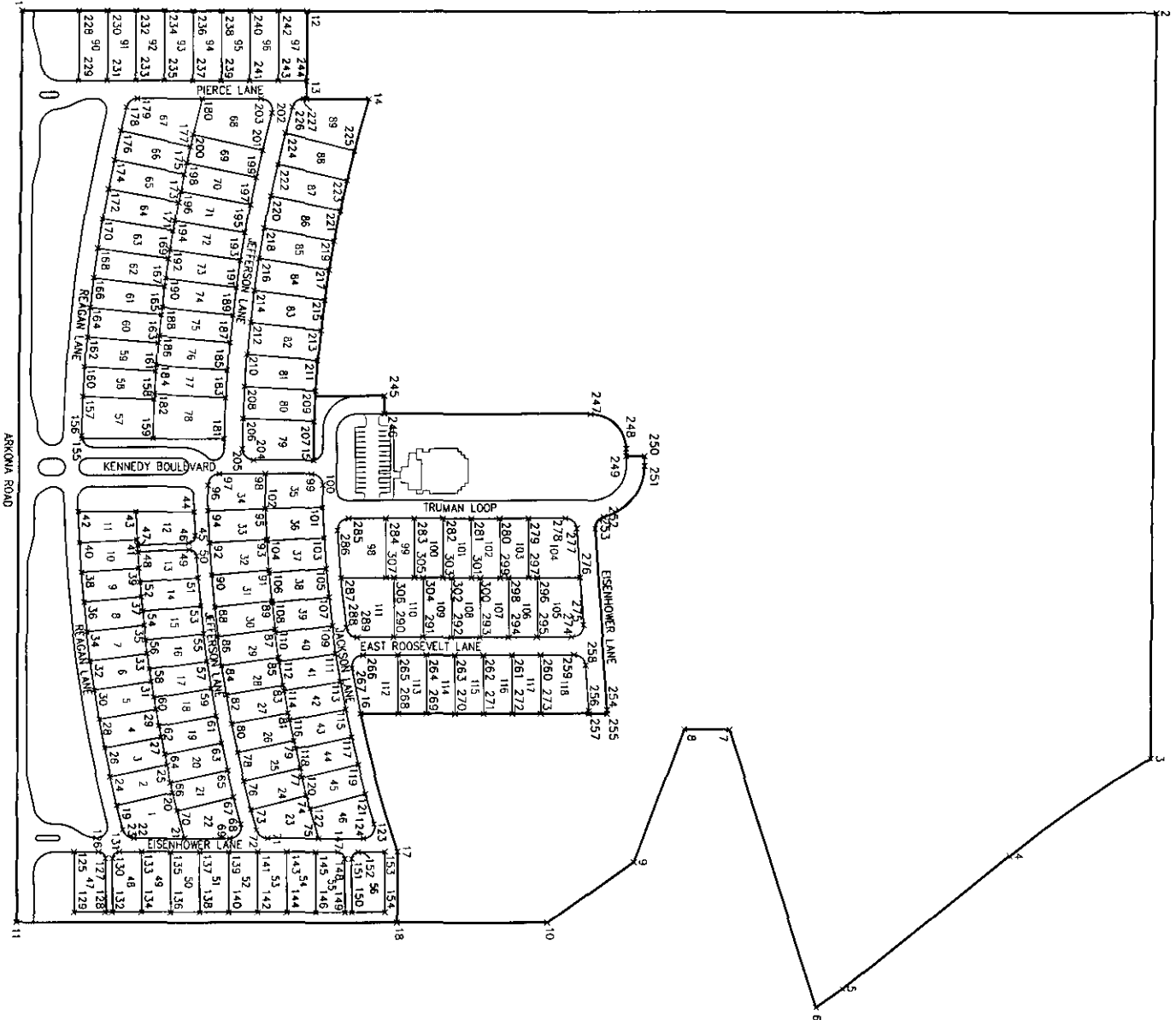
ACS-5637839-ADM-2005  
Lawrence Kestenbaum, Washtenaw

L- 4471 P- 546





L-4471 P-546



*[Signature]*

STATE OF MICHIGAN  
RAYMOND  
MCCOY  
LAND  
SURVEYOR  
21270

PROPOSED DATE: DECEMBER 1, 2004

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Project Title

UPTOWN VILLAGE

COORDINATE  
PLAN

Client

UPTOWN VILLAGE, LTD

Drawn by

Checked by

Verified by

Horizontal

Vertical

Drawn

Checked

Approved

Date

Job No.

01012

Sheet No.

10





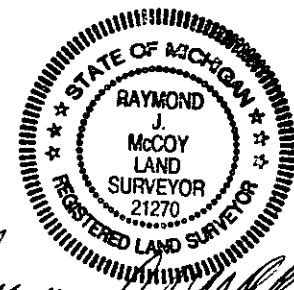
ACS-5637839-ADT-2005  
Lawrence Kastenbaum, Washtenaw

POINT	NORTHING	EASTING
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2	8444.64	659.75
3	8469.73	1990.93
4	8227.24	2171.94
5	7938.99	2415.73
6	7893.28	2450.14
7	7729.25	1957.57
8	7650.02	1959.53
9	7567.36	2199.14
10	7419.58	2310.33
11	6488.36	2333.32
12	6955.29	696.91
13	6959.20	853.86
14	7068.59	851.13
15	6987.39	1497.48
16	7082.33	1945.61
17	7153.24	2191.60
18	7156.34	2316.83
19	6658.45	2120.83
20	6756.26	2095.66
21	6778.58	2176.85
22	6689.82	2179.04
23	6670.04	2164.35
24	6645.85	2069.79
25	6744.14	2046.54
26	6634.25	2018.51
27	6732.98	1997.20
28	6623.66	1967.01
29	6722.79	1947.64
30	6614.09	1915.31
31	6713.57	1897.89
32	6605.53	1863.44
33	6705.34	1847.98
34	6597.99	1811.41
35	6698.08	1797.91
36	6591.47	1759.24
37	6691.81	1747.70
38	6585.58	1706.95
39	6686.53	1697.39
40	6581.52	1654.56
41	6682.24	1646.98
42	6577.95	1599.62
43	6678.97	1597.13
44	6781.24	1594.60
45	6784.01	1636.83
46	6773.05	1649.67
47	6683.03	1657.23
48	6684.01	1669.19
49	6773.97	1661.64
50	6786.93	1672.53
51	6790.65	1711.00
52	6688.95	1721.64
53	6796.30	1760.28
54	6694.84	1772.95
55	6802.94	1809.43
56	6701.76	1824.14
57	6810.57	1858.44
58	6709.70	1875.17
59	6818.18	1907.29
60	6718.56	1926.04
61	6828.76	1955.95
62	6728.54	1976.71
63	6839.32	2004.41
64	6738.64	2027.18
65	6850.85	2052.65
66	6751.64	2077.41
67	6863.34	2100.65
68	6877.04	2149.26
69	6858.34	2174.88
70	6764.65	2127.40
71	6924.62	2173.24
72	6904.97	2159.00
73	6894.37	2122.75
74	6991.53	2095.16
75	7014.46	2171.02
76	6880.53	2071.90
77	6978.26	2046.41
78	6867.78	2020.70
79	6966.03	1997.39
80	6856.13	1969.37
81	6954.86	1948.11

POINT	NORTHING	EASTING
82	6845.59	1917.74
83	6944.76	1898.60
84	6836.16	1865.89
85	6935.72	1848.89
86	6827.85	1813.85
87	6927.75	1799.00
88	6820.66	1781.64
89	6920.86	1748.94
90	6814.17	1705.18
91	6914.64	1694.81
92	6808.99	1648.59
93	6909.67	1640.55
94	6805.12	1591.88
95	6905.96	1586.18
96	6802.97	1546.31
97	6822.47	1525.56
98	6803.26	1523.57
99	6884.43	1521.56
100	7004.91	1540.78
101	7006.80	1580.38
102	6905.96	1586.08
103	7010.53	1634.77
104	6909.86	1642.91
105	7015.58	1689.05
106	6915.14	1699.63
107	7021.44	1739.26
108	6921.26	1752.10
109	7028.43	1789.33
110	6928.56	1804.41
111	7036.54	1839.22
112	6937.04	1856.55
113	7045.77	1888.92
114	6946.69	1908.48
115	7056.12	1938.40
116	6957.50	1960.18
117	7067.58	1987.64
118	6969.47	2011.63
119	7080.14	2036.60
120	6982.59	2062.80
121	7094.91	2089.08
122	6998.03	2117.63
123	7111.53	2142.95
124	7092.99	2168.08
125	6585.88	2205.61
126	6628.86	2204.55
127	6641.16	2216.25
128	6643.50	2311.22
129	6588.50	2312.58
130	6653.15	2215.95
131	6664.85	2203.66
132	6655.50	2310.92
133	6703.84	2202.70
134	6706.48	2309.67
135	6754.83	2201.44
136	6757.47	2308.41
137	6805.81	2200.18
138	6808.45	2307.15
139	6856.80	2198.92
140	6859.44	2305.89
141	6907.76	2197.66
142	6910.42	2304.63
143	6958.76	2196.40
144	6961.41	2303.37
145	7009.75	2195.14
146	7012.39	2302.11
147	7048.74	2194.18
148	7061.03	2205.88
149	7063.37	2300.85
150	7075.37	2300.58
151	7073.03	2193.29
152	7131.22	2192.14
153	7133.86	2299.11
154	6580.75	1469.51
155	6579.99	1464.12
156	6580.64	1393.59
157	6705.61	1396.39
158	6705.00	1466.45
160	6582.36	1340.53
161	6707.25	1345.82
162	6585.13	1287.51

POINT	NORTHING	EASTING
163	6709.89	1295.28
164	6588.96	1234.56
165	6713.54	1244.81
166	6583.84	1181.70
167	6718.19	1194.42
168	6589.77	1128.95
169	6723.84	1144.14
170	6606.74	1076.32
171	6730.48	1081.97
172	6614.76	1023.84
173	6738.13	1043.95
174	6623.82	971.53
175	6746.77	994.08
176	6633.92	919.42
177	6756.40	944.41
178	6642.95	876.95
179	6661.98	861.27
180	6775.50	858.44
181	6829.99	1463.36
182	6705.85	1386.47
183	6830.81	1389.76
184	6707.76	1334.46
185	6832.62	1340.31
186	6710.72	1287.50
187	6835.44	1280.90
188	6714.75	1230.61
189	6839.27	1241.56
190	6719.84	1178.82
191	6844.11	1192.31
192	6725.98	1127.14
193	6849.95	1143.16
194	6733.18	1075.59
195	6856.79	1094.15
196	6741.43	1024.21
197	6864.64	1045.29
198	6750.73	973.00
199	6873.48	996.59
200	6761.08	922.00
201	6883.32	948.09
202	6888.74	880.58
203	6878.81	855.86
204	6882.61	1500.07
205	6882.12	1480.30
206	6862.12	1476.38
207	6887.11	1427.80
208	6863.47	1368.86
209	6888.39	1311.30
210	6866.20	1311.40
211	6890.98	1318.84
212	6870.32	1254.02
213	6894.88	1210.19
214	6875.81	1196.75
215	7000.09	1210.19
216	6882.68	1139.64
217	7006.60	1156.06
218	6890.49	1085.49
219	7014.00	1104.75
220	6900.04	1028.76
221	7023.05	1050.98
222	6910.95	972.29
223	7033.39	997.46
224	6923.21	916.07
225	7045.01	944.19
226	6934.56	869.10
227	6953.45	854.00
228	6555.41	706.88
229	6558.53	831.84
230	6605.40	705.63
231	6608.51	830.60
232	6655.38	704.39
233	6658.50	829.35
234	6705.37	703.14
235	6708.48	828.10
236	6755.35	701.89
237	6758.47	826.86
238	6805.33	700.65
239	6808.45	825.61
240	6855.32	699.40
241	6858.44	824.36
242	6905.30	698.15
243	6908.42	823.11
244	6958.41	821.87

POINT	NORTHING	EASTING
246	7110.49	1411.42
247	7471.64	1402.50
248	7534.99	1462.79
249	7535.32	1475.95
250	7567.31	1475.16
251	7567.74	1492.65
252	7499.59	1585.23
253	7485.14	1606.23
254	7513.67	1928.15
255	7514.17	1934.95
256	7481.79	1930.98
257	7482.16	1935.74
258	7474.58	1849.62
259	7454.17	1831.40
260	7395.71	1832.84
261	7345.73	1834.07
262	7285.75	1835.31
263	7245.76	1836.54
264	7195.78	1837.78
265	7145.79	1839.01
266	7084.62	1840.52
267	7065.46	1864.21
268	7148.38	1943.98
269	7198.37	1942.75
270	7248.35	1941.51
271	7298.34	1940.28
272	7348.32	1939.04
273	7398.31	1937.81
274	7448.78	1796.52
275	7468.21	1777.76
276	7460.61	1694.19
277	7453.18	1608.08
278	7432.76	1589.85
279	7368.14	1591.45
280	7318.15	1582.68
281	7268.17	1581.92
282	7218.18	1595.15
283	7168.20	1596.38
284	7118.22	1597.62
285	7052.96	1599.23
286	7033.51	1620.73
287	7041.42	1704.55
288	7053.09	1791.84
289	7073.35	1808.79
290	7137.60	1807.20
291	7188.59	1805.95
292	7238.57	1804.71
293	7288.56	1803.48
294	7338.54	1802.24
295	7388.52	1801.01
296	7385.93	1696.04
297	7370.73	1696.41
298	7355.95	1697.27
299	7320.75	1697.65
300	7285.96	1698.51
301	7270.76	1698.88
302	7235.58	1699.74
303	7220.78	1700.12
304	7185.99	1700.98
305	7170.79	1701.35
306	7135.01	1702.24
307	7120.81	1702.59



*Raymond J. McCoy*

PROPOSED DATE: DECEMBER 1, 2004

**MICKALICH and ASSOCIATES, INC.**  
CIVIL ENGINEERING, SURVEYING, PLANNING  
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HTTP://WWW.MICKALICH.COM

Engineer's Seal

Project Title

**UPTOWN VILLAGE**

Sheet Title

**COORDINATE DATA**

Client

**UPTOWN VILLAGE, LTD**

Date Issued for By

Scale

Vertical

Horizontal

Drawn

Checked

Approved

Date

Job no.

**01012**

Sheet no.

**11**

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## EXHIBIT "C"

# STORM WATER DRAINAGE SYSTEM MAINTENANCE PLAN

Maintenance Plans and Budgets vary widely due to the size and unique characteristics of each storm water management system proposed. This exhibit is intended for use as a starting point in the development of an appropriate maintenance plan specific to the size and components of each system.

### Maintenance Plan and Budget for Uptown Village

Uptown Village, Ltd.

#### A. Storm Water Management System Maintenance Plan

##### 1. Responsibility

- a. During construction, it is the above-named Developer's responsibility to perform maintenance.
- b. Upon completion of construction, it will be the responsibility of Uptown Village Association to perform all maintenance.
- c. The Master Deed will specify that routine maintenance of the storm water facilities must be completed within 15 days of receipt of written notification that action is required, unless other acceptable arrangements are made with the City of Milan or its successors. Emergency maintenance (i.e. when there is endangerment to public health, safety or welfare) shall be performed immediately upon receipt of written notice. Should Uptown Village Association fail to act within these time frames, the City of Milan or its successors may perform the necessary maintenance and assess the costs of such maintenance against the Condominium Units in the Condominium and shall collect such costs in the same manner as real estate taxes levied against the Units.

##### 2. Source of Financing

Uptown Village Association is required to pay for all maintenance activities on a continuing basis.

##### 3. Maintenance Tasks and Schedule

- a. Table A (Exhibit "D" to the Master Deed) describes maintenance tasks to be performed by Uptown Village Association after completion of construction.
- b. Immediately following construction, the Developer will have the storm water management system inspected by an approved professional engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal.



**EXHIBIT "D"**

### Table A

### PERMANENT MAINTENANCE TASKS, SCHEDULE AND BUDGET

[illegible]

**Estimated Maintenance Plan Budget**

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Monthly inspection for sediment accumulation	\$500.00
Removal of sediment accumulation every 2 years or as needed	\$500.00
Inspect for floatables and debris monthly and after major storms	\$500.00
Removal of floatables and debris monthly and after major storms	\$500.00
Inspect system for erosion annually and after major storms	\$100.00
Re-establish permanent vegetation on eroded slopes as needed	\$300.00
Replacement of stone	\$100.00
Mowing 0-2 times per year	\$500.00
Inspect structural elements during wet weather and compare to as-built plans every year	\$250.00
Make structural adjustments or replacements as determined by inspection	\$500.00
Have professional engineer carry out emergency inspections upon identification of severe problems	\$750.00
Total Annual Budget	\$4,500.00



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Washtenaw Co., MI  
Lawrence Kestenbaum  
Clerk Register

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Lawrence Kestenbaum, Washtenaw

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## FOURTH AMENDMENT TO MASTER DEED

### UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, as amended by Second Amendment to the Master Deed, recorded in Liber 4305, Page 700, as amended by Third Amendment to Master Deed recorded in Liber 4471, Page 546, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed of the Condominium pursuant to the authority reserved in Article XIII of the Master Deed and Article XVII of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed) for the purposes of modifying the restrictions on motorcycles in the Condominium and clarifying the restrictions on mailboxes in the Condominium, respectively.

Said Master Deed is amended in the following manner:

1. First Amended Article VI, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VI, Section 4 of the Bylaws as originally recorded, and the originally recorded Article VI, Section 4 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VI, SECTION 4  
OF THE BYLAWS OF UPTOWN VILLAGE**

**ARTICLE VI**

**RESTRICTIONS**

\* \* \*  
\* \* \*  
\* \* \*

Section 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. The Co-owners of the Condominium shall be permitted to own and operate motorcycles, subject to such rules for motorcycle usage as may be adopted by the Board of Directors of the Association. Motorcycle usage shall also be subject to the following:

- (a) The motorcycle or motorcycles shall not be used as the principal means of transportation by the Co-owner.
- (b) Only motorcycles owned by the Co-owners shall be permitted on the Condominium Premises. Guests or invitees of the Co-owner shall not be permitted to operate motorcycles on the Condominium Premises.
- (c) Motorcycle usage shall be limited to ingress and egress from the Co-owner's Condominium Unit to Arkona Road, only.
- (d) The hours of motorcycle usage shall be limited to dawn to dusk.
- (e) Revving of motorcycles and/or excessive noise from motorcycles shall not be permitted.
- (f) All such motorcycles permitted hereunder must be capable of being legally operated on the highways and public roads in the State of Michigan.

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 unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Garage doors shall be kept closed when not in use. Co-owners shall, if the Association shall require, register with the Association all cars and/or motorcycles maintained on the Condominium Premises. Parking in rear private lanes is prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part



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of the Association to the owners or users of any such improperly parked vehicles.

2. First Amended Article VII, Section 11 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 11 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 11 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 11  
OF THE BYLAWS OF UPTOWN VILLAGE**

**ARTICLE VII**

**BUILDING AND USE RESTRICTIONS**

\* \* \*

\* \* \*

\* \* \*

Section 11. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall initially be provided by the Developer. No other mailboxes shall be permitted, except upon the prior approval of the Architectural Control Committee.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

Uptown Village, Ltd., a Michigan  
corporation

By: \_\_\_\_\_

Phillip W. McCafferty

Its: President



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STATE OF MICHIGAN     )  
                                      )SS  
COUNTY OF OAKLAND    )

On the 21<sup>st</sup> day of June, 2005, the foregoing Fourth Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

**CHRISTINE E. PHELPS**  
**NOTARY PUBLIC LIVINGSTON CO., MI**  
**MY COMMISSION EXPIRES Jan 27, 2007**

Christine E. Phelps  
Notary Public  
State of Michigan, County of Livingston  
My Commission Expires: 1/27/07  
Acting in the County of Oakland

FOURTH AMENDMENT TO MASTER DEED DRAFTED  
BY AND WHEN RECORDED RETURN TO:  
Uptown Village, Ltd.  
P.O. Box 308  
New Hudson, MI 48165 ✓  
(248) 684-1234





OFFICIAL SEAL

08/04/05

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Washtenaw Co., MI

Lawrence Kestenbaum

Clerk Register

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## FIFTH AMENDMENT TO MASTER DEED

### UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, as amended by Second Amendment to the Master Deed, recorded in Liber 4305, Page 700, as amended by Third Amendment to Master Deed recorded in Liber 4471, Page 546, as amended by Fourth Amendment to Master Deed recorded in Liber 4487, Page 312, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed and Bylaws (Exhibit "A" to the Master Deed) of the Condominium, pursuant to the authority reserved in Article VIII and Article XIII of the Master Deed and Article XVII of the Bylaws for the purposes of expanding the size of the Condominium to include Units 119 - 149 within the Condominium by the addition of the land described in Section 1 below and to modify certain building and use restrictions in the Condominium.

Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Commencing at the South 1/4 corner of said section 26; thence N.88°50'20"E; 1,624.28 feet along the South line of said section 26; thence N.01°24'53"W., 668.18 feet to the point of beginning; thence S.88°35'07"W., 125.27 feet; thence 256.15 feet along the arc of a curve to the right, radius 2,224.00 feet, central angle 06°35'56", chord bearing S.73°55'08"W., chord 256.00; thence N.01°24'53"W., 431.96 feet; thence 6.81 feet along the arc of a curve to the left, radius 243.00 feet, central angle 01°36'22", chord bearing of S.85°44'19"W., 6.81 feet; thence S.84°56'08"W., 323.18 feet;



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thence 27.64 feet along the arc of a curve to the right, radius 20.00 feet, central angle 79°11'43", chord bearing of N.55°28'00"W., 25.50 feet;  
thence 123.72 feet along the arc of a curve to the left, radius 93.84 feet, central angle 75°32'45", chord bearing of N.53°38'31"W., 114.95 feet;  
thence S.88°35'07"W., 17.50 feet;  
thence N.01°24'53"W., 394.12 feet;  
thence N.73°02'12"E., 309.41 feet;  
thence N.74°22'37"E., 469.53 feet;  
thence S.40°13'20"E., 313.07 feet;  
thence S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet;  
thence S.01°24'53"E., 79.26 feet;  
thence S.70°58'00"E., 253.47 feet;  
thence S.36°57'23"E., 184.93 feet;  
thence S.01°24'53"E., 263.31 feet to the point of beginning.

Tax Parcel ID No: 19-19-26-400-004

2. Third Amended Article II of said Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II of the Master Deed as originally recorded and amended and the originally recorded and amended Article II shall be of no further force or effect.

### **THIRD AMENDED ARTICLE II OF THE MASTER DEED OF UPTOWN VILLAGE**

#### **ARTICLE II**

#### **LEGAL DESCRIPTION**

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

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N..88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet;  
thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet;  
thence N. 01°24'53"W., 121.65 feet;  
thence N.88°35'07"E., 32.00 feet;



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thence N.01°24'53"W., 360.60 feet; thence 97.80 feet along the arc of a curve to the right, radius 61.84 feet, central angle 90°36'30", chord bearing N.43°16'52"E., 87.92 feet; thence N.88°35'07"E., 13.16 feet;  
thence N.01°24'53"W., 426.12 feet;  
thence N.73°02'12"E., 309.41 feet;  
thence N.74°22'37"E., 469.53 feet;  
to the Westerly right-of-way line of US-23 Highway; thence along said right of way the following two courses  
1. S.40°13'20"E., 313.07 feet;  
2. S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet;  
thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet;  
thence S.01°24'53"E., 931.51 feet to the South line of Section 26; thence along the South line of Section 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 40.04 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

Tax Parcel ID No.: 19-19-26-400-006

- 
3. Second Amended Article VII, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed) as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 4 of the Bylaws as originally recorded and amended, and the originally recorded and amended Article VII, Section 4 shall be of no further force or effect.

**SECOND AMENDED ARTICLE VII, SECTION 4  
OF THE BYLAWS OF UPTOWN VILLAGE**

**ARTICLE VII**

**BUILDING AND USE RESTRICTIONS**

\* \* \*

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\* \* \*

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the Developer's

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landscaping plan and with the provisions of this Section. Landscaping installed by the Co-owner for the Craftsman product line shall specifically include Two (2) – 2½" caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front/side of the garage, Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front of the house/porch, Two (2) – 6'-8' tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the garage (opposite of the porch, per drawing), and Five (5) – 36" tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 4'-6' Evergreen trees (not Arbs or ornamental) at the rear lot line, per drawing submitted to Co-owner titled "Craftsman Product – Minimum Landscape Requirement" dated 6/15/05. Landscaping installed by the Co-owner for the Americana product line shall specifically include Two (2) – 2½" caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front of the house, Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front of the porch, Two (2) – 6'-8' tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the home (opposite the deciduous trees, per drawing submitted to Co-owner titled "Americana Product – Minimum Landscape Requirement" dated 6/15/05), and Five (5) – 36" tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 2'-4' tall Evergreen trees (not Arbs or ornamental) at the rear curb. Landscaping installed by the Co-owner for the Hometown product line shall specifically include Two (2) – 2½" caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front of the garage, Six (6) – 36" tall (5-gallon) evergreen shrubs to be planted in front of the house/porch, Two (2) – 6'-8' tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the garage (opposite of the porch, per drawing submitted to Co-owner titled "Hometown Product – Minimum Landscape Requirement" dated 6/15/05), One (1) – 2" caliper ornamental deciduous tree to be installed in a landscape bed, and Five (5) – 36" tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 2'-4' tall Evergreen trees (not Arbs or ornamental) at the rear curb. The Co-owner shall also be responsible to install and maintain such additional landscaping as shall be provided in the Developer's landscaping plan. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of

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the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

4. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Replat No. 4 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded and amended Sheets of the Condominium Subdivision Plan of Uptown Village, as amended, and the aforescribed originally recorded and amended Sheets shall be of no further force and effect.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and reddeclared.

Uptown Village, Ltd., a Michigan  
corporation

By: 

Phillip W. McCafferty

Its: President

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Lawrence Kestenbaum, Washtenaw

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STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OAKLAND    )

On the 3rd day of August, 2005, the foregoing Fifth Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

**CHRISTINE E. PHELPS**  
NOTARY PUBLIC LIVINGSTON CO., MI  
MY COMMISSION EXPIRES Jan 27, 2007

Christine E. Phelps  
Notary Public  
State of Michigan, County of Livingston  
My Commission Expires: 1/27/07  
Acting in the County of Oakland

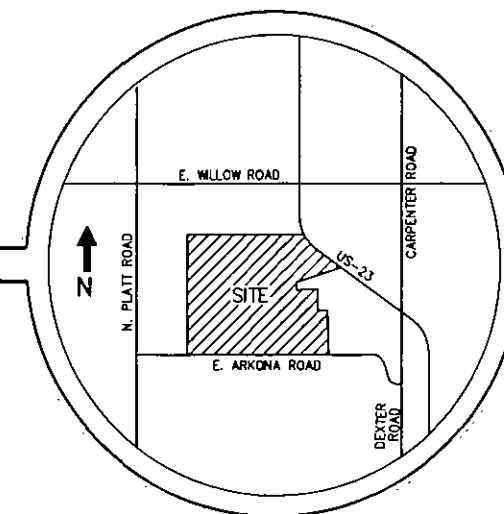
FIFTH AMENDMENT TO MASTER DEED DRAFTED  
BY AND WHEN RECORDED RETURN TO:  
Uptown Village, Ltd.  
P.O. Box 308  
New Hudson, MI 48165  
(248) 684-1234



# REPLAT No 4 TO THE EXHIBIT "B" TO MASTER DEED OF UPTOWN VILLAGE WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 403

PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST  
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS  
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE  
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE  
REGISTER OF DEEDS AND SHALL BE DESIGNATED  
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN  
NUMBER 403. THIS NUMBER MUST BE PROPERLY  
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE  
SURVEYOR'S CERTIFICATE.



## LEGAL DESCRIPTION

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet; thence N.01°24'53"W., 121.65 feet; thence N.88°35'07"E., 32.00 feet; thence N.01°24'53"W., 360.60 feet; thence 97.80 feet along the arc of a curve to the right, radius 61.84 feet, central angle 90°36'30", chord bearing N.43°16'52"E., 87.92 feet; thence N.88°35'07"E., 13.16 feet; thence N.01°24'53"W., 426.12 feet; thence N.73°02'12"E., 309.41 feet; thence N.74°22'37"E., 469.53 feet to the Westerly right-of-way line of US-23 Highway; thence along said right of way the following two course

1. S.40°13'20"E., 313.07 feet;  
2. S.36°58'25"E., 57.21 feet;  
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet;  
thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 931.51 feet to the South line of Seciton 26; thence along the South line of Seciton 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 40.04 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

## PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at a point distant N.01°25'45"W., 500.00 feet along the North-South 1/4 line from the South 1/4 corner of said Section 26; thence continuing N.01°25'45"W., 1489.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly right-of-way line of US-23 Highway; thence the following two (2) courses along said right-of-way line

1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;  
2) S.40°13'25"E., 64.44 feet;  
thence S.74°22'37"W., 469.53 feet; thence S.73°02'12"W., 309.41 feet; thence S.01°24'53"E., 426.12 feet;  
thence S.88°35'07"W., 13.16 feet; thence 97.80 feet along a curve to the left, radius 61.84 feet, chord bearing S.43°16'52"W., 87.92 feet; thence S.01°24'53"E., 360.60 feet; thence S.88°35'07"W., 32.00 feet;  
thence S.01°24'53"E., 121.65 feet; thence 538.64 feet along a curve to the right, radius 2264.25 feet, chord bearing N.81°23'04"W., chord 537.37 feet; thence S.01°25'45"E., 109.42 feet; thence S.88°34'15"W., 157.00 feet to the Point of Beginning. Contains 31.51 acres of land and subject to all easements and restrictions of record.

## PROPRIETOR

UPTOWN VILLAGE, LTD  
P.O. BOX 308  
NEW HUDSON, MICHIGAN 48165  
(248) 684-1234

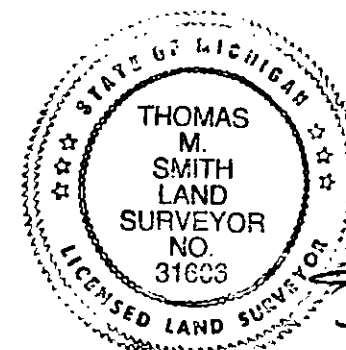
## ENGINEER

MICKALICH and ASSOCIATES, INC.  
2359 AVON INDUSTRIAL DRIVE  
ROCHESTER HILLS, MICHIGAN 48309  
(248) 852-1900

## SHEET INDEX

- \* 1 TITLE SHEET
- \* 2 SURVEY PLAN
- \* 3 SITE PLAN
- \* 4 SITE PLAN
- \* 5 CURVE DATA
- \* 6 UTILITY PLAN
- \* 7 UTILITY PLAN
- \* 8 UTILITY PLAN
- \* 9 COORDINATE PLAN
- \* 10 COORDINATE DATA

\* DENOTES SHEETS AMENDED  
OR ADDED ON JULY 11, 2005

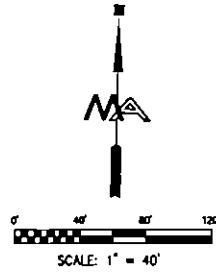


AMENDED DATE: JULY 11, 2005


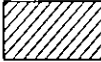

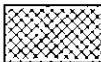
THOMAS M. SMITH  
R.L.S. No. 31606





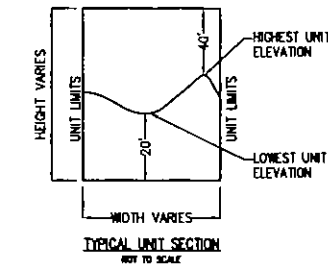
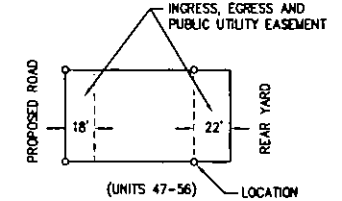
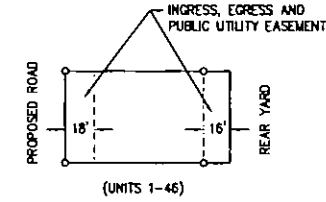
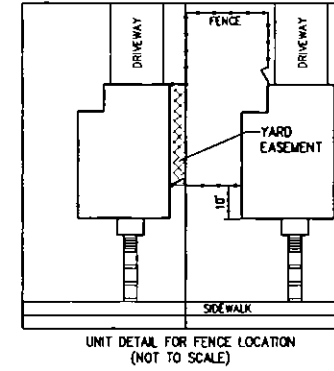
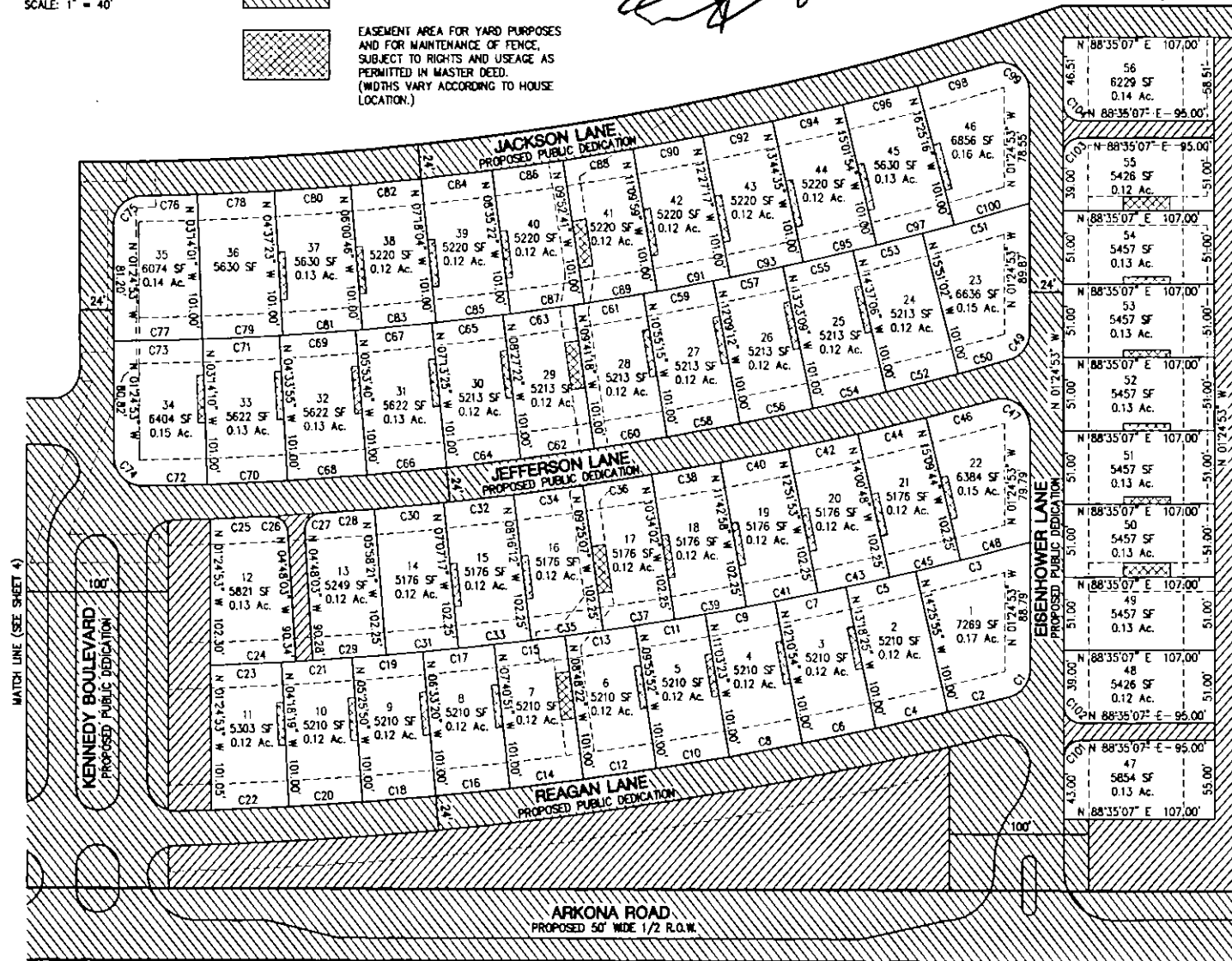
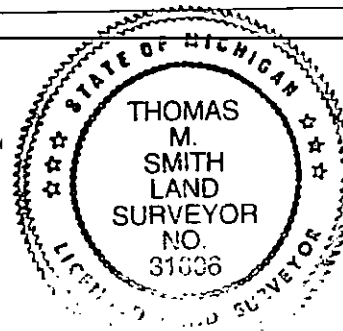


# LEGEND

-  LIMIT OF OWNERSHIP
-  GENERAL COMMON ELEMENT
-  PROPOSED PUBLIC DEDICATION
-  EASEMENT AREA FOR YARD PURPOSES AND FOR MAINTENANCE OF FENCE, SUBJECT TO RIGHTS AND USAGE AS PERMITTED IN MASTER DEED. (WIDTHS VARY ACCORDING TO HOUSE LOCATION.)

## NOTES:

1. ALL ROADS AND SITE IMPROVEMENTS "MUST BE BUILT".
2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNSOLD UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MODIFIED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
3. ALL ROADS ARE PROPOSED PUBLIC.



NOTE:  
SEE SHEET 6 FOR CURVE DATA

AMENDED DATE: JULY 11, 2005

**M**  
MICKALICH and ASSOCIATES, INC.  
CIVIL, ENGINEERING, SURVEYING, PLANNING  
2309 Avon Industrial Drive  
Farmington Hills, Michigan 48334  
PHONE: (248) 863-8000  
FAX: (248) 863-8370  
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Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

SITE PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for By

Sheet

Vertical 1" = 40'

Horizontal

Drawn JPH

Checked TJB

Approved JPH

Date 8/2/05

Job No.

01012

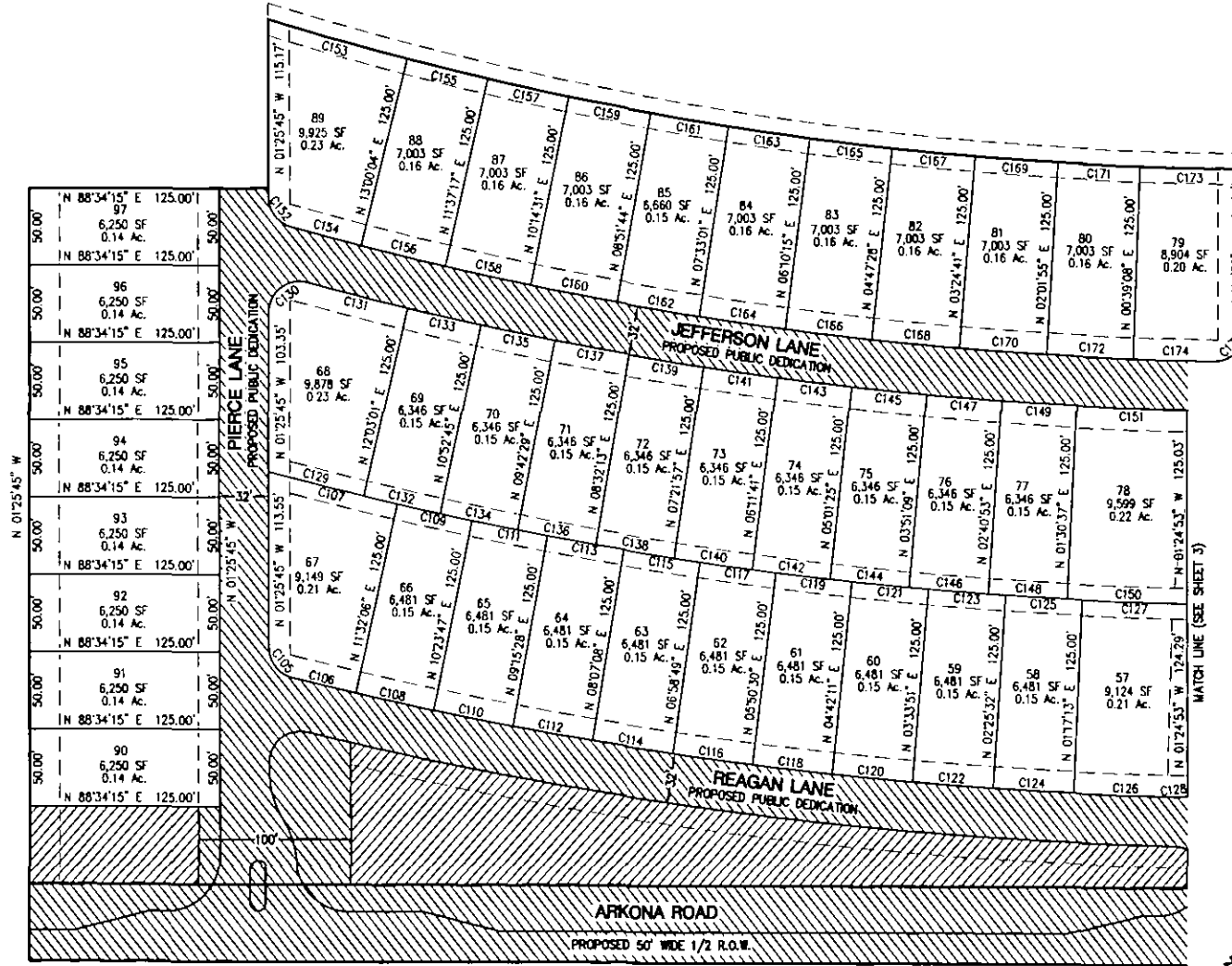
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3

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L-4497 P-371

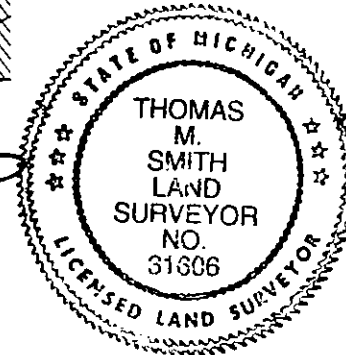
ACS-563872-ADM-2005-17  
Lawrence Keatenbaum, Washienaw



NOTES:

1. ALL ROADS AND SITE IMPROVEMENTS "MUST BE BUILT".
2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNSOLD UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MODIFIED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
3. ALL ROADS ARE PROPOSED PUBLIC.

*[Signature]*



NOTE:  
SEE SHEET 6 FOR CURVE DATA

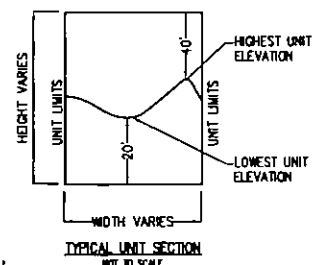
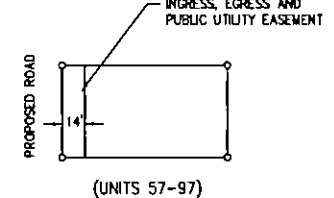
AMENDED DATE: JULY 11, 2005



SCALE: 1" = 40'

LEGEND

- UNIT OF OWNERSHIP
- GENERAL COMMON ELEMENT
- PROPOSED PUBLIC DEDICATION

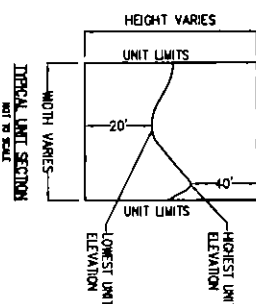


**MA**  
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Engineer's Seal	
Project Title	UPTOWN VILLAGE
Sheet Title	SITE PLAN
Client	UPTOWN VILLAGE, LTD
Date	
Issued for	
By	
Vertical	T = 48
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Drawn	JPH
Checked	TJR
Approved	APM
Date	10/02/05
Job no.	01012
Sheet no.	4

ACS-5663672-ADM-2005-17  
Lawrence Kestenbaum, Washtenaw

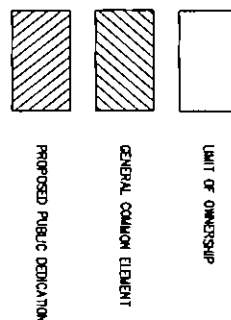
L- 4497      P- 371



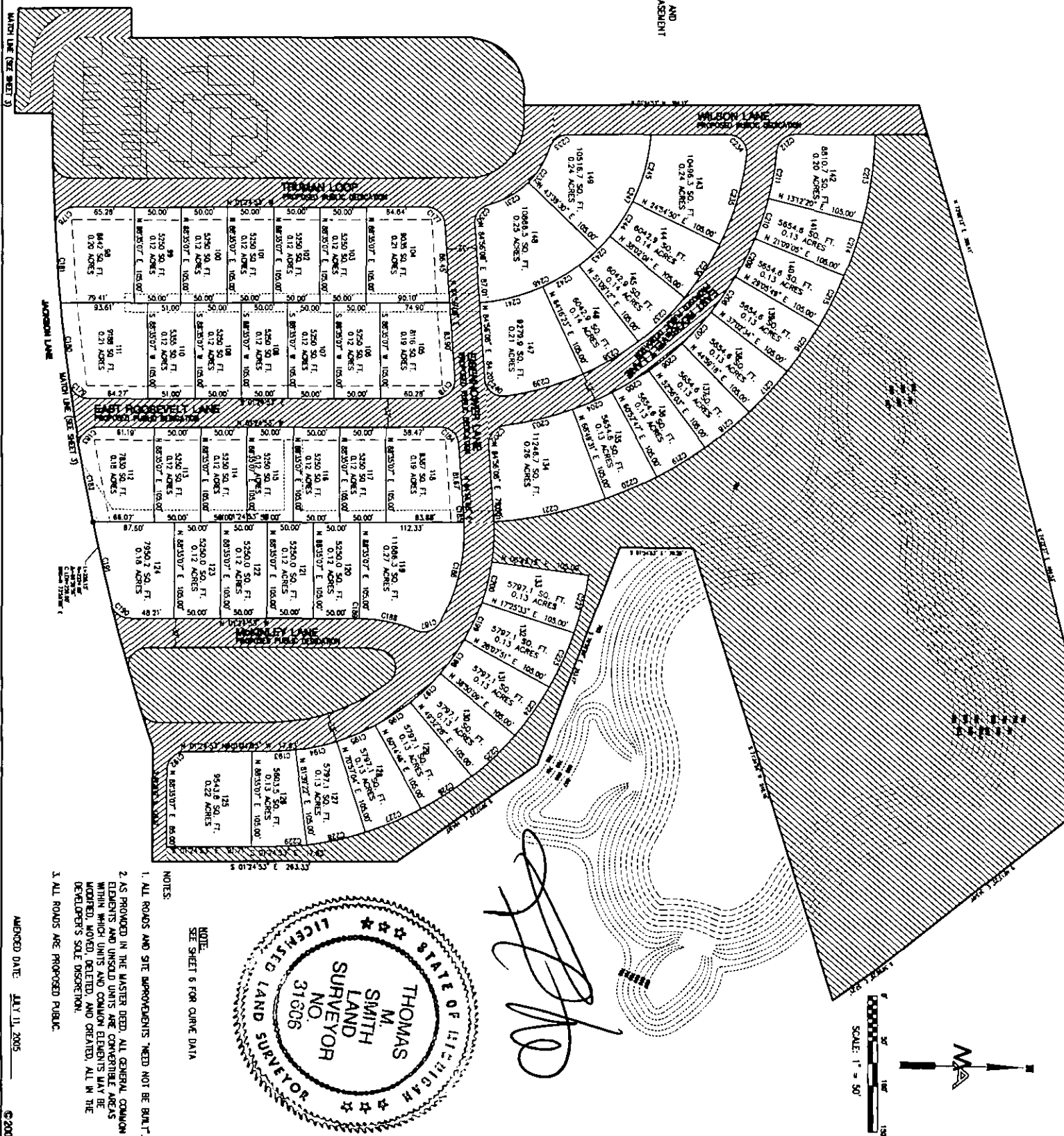
PROPOSED ROAD

14'

(UNITS 98-118)

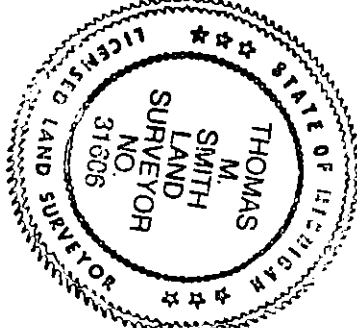


**LEGEND**



1. ALL ROADS AND SITE IMPROVEMENTS "NEED NOT BE BUILT"
2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL, COMMON ELEMENTS AND UNBUILT UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MOVED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
3. ALL ROADS ARE PROPOSED PUBLIC.

**NOTE:**  
SEE SHEET 6 FOR CURVE DATA



AMENDED DATE: JULY 11, 2005

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**UPTOWN VILLAGE**

## SITE PLAN

LIFTOWN VILLAGE, LTD

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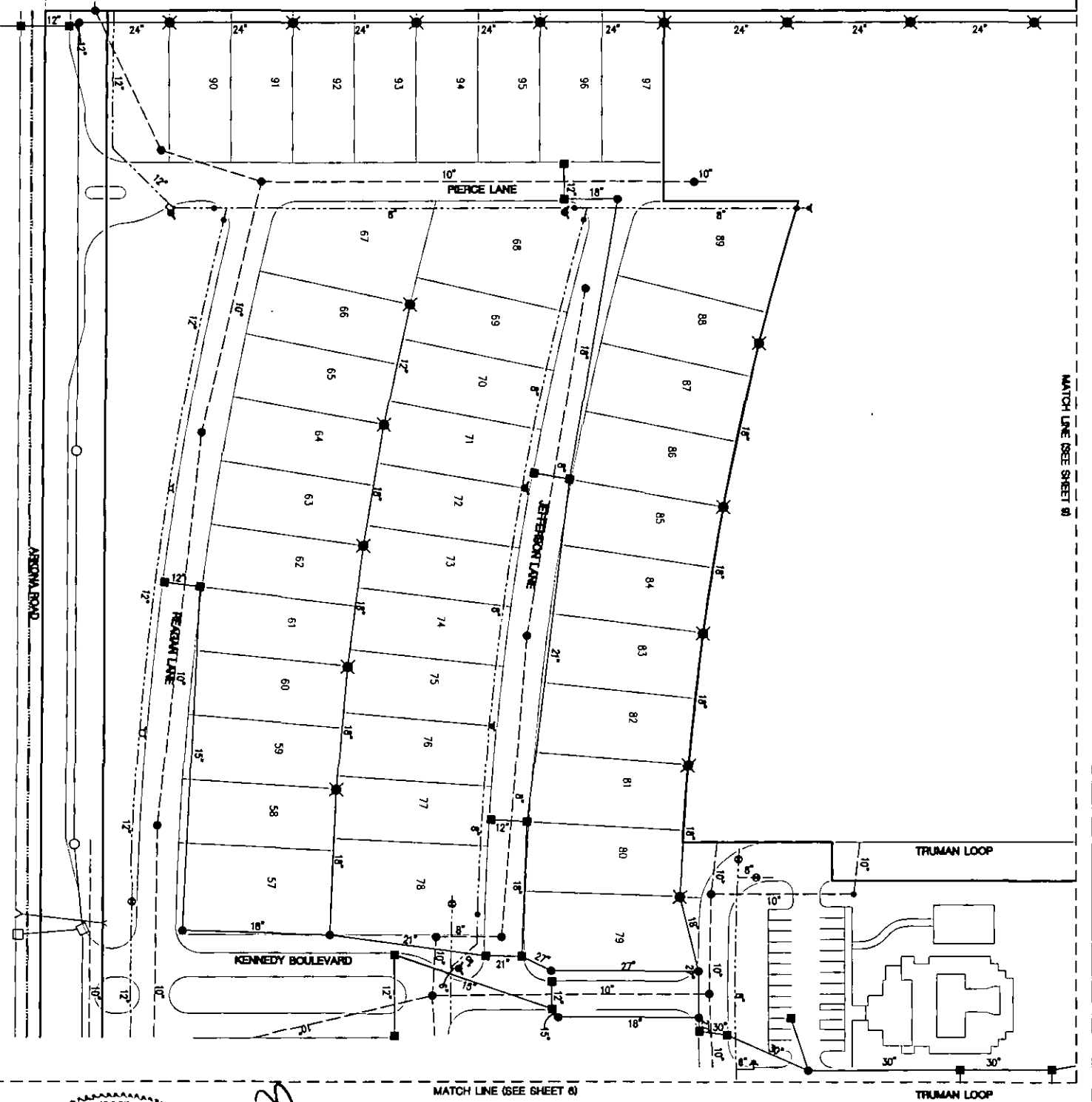
ACS-5563672-ADR-2005-17  
Laurence Kastenbaum, Wahtenaw

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00'	26.54'	S 36°35'41" W	24.63'	76°01'08"
C2	2677.25'	45.04'	S 75°05'10" W	45.04'	00°57'50"
C3	2576.25'	84.20'	S 74°37'54" W	84.20'	01°52'21"
C4	2677.25'	52.58'	S 76°07'50" W	52.58'	01°07'31"
C5	2576.25'	50.59'	S 76°07'50" W	50.59'	01°07'31"
C6	2677.25'	52.58'	S 77°15'21" W	52.58'	01°07'31"
C7	2576.25'	50.59'	S 77°15'21" W	50.59'	01°07'31"
C8	2677.25'	52.58'	S 78°22'51" W	52.58'	01°07'31"
C9	2576.25'	50.59'	S 78°22'51" W	50.59'	01°07'31"
C10	2677.25'	52.58'	S 79°30'22" W	52.58'	01°07'31"
C11	2576.25'	50.59'	S 79°30'22" W	50.59'	01°07'31"
C12	2677.25'	52.58'	S 80°37'53" W	52.58'	01°07'31"
C13	2576.25'	50.59'	S 80°37'53" W	50.59'	01°07'31"
C14	2677.25'	52.58'	S 81°45'24" W	52.58'	01°07'31"
C15	2576.25'	50.59'	S 81°45'24" W	50.59'	01°07'31"
C16	2677.25'	52.58'	S 82°52'54" W	52.58'	01°07'31"
C17	2576.25'	50.59'	S 82°52'54" W	50.59'	01°07'31"
C18	2677.25'	52.58'	S 84°00'25" W	52.58'	01°07'31"
C19	2576.25'	50.59'	S 84°00'25" W	50.59'	01°07'31"
C20	2677.25'	52.58'	S 85°07'56" W	52.58'	01°07'31"
C21	2576.25'	50.59'	S 85°07'56" W	50.59'	01°07'31"
C22	2677.25'	55.05'	S 86°17'02" W	55.05'	01°07'31"
C23	2576.25'	49.96'	S 86°15'01" W	49.96'	01°06'40"
C24	2576.25'	60.24'	S 86°08'09" W	60.24'	01°20'23"
C25	2474.00'	42.31'	S 86°14'32" W	42.31'	00°58'48"
C26	12.00'	18.73'	S 49°31'28" E	16.89'	89°26'49"
C27	12.00'	18.79'	N 40°03'39" E	16.93'	89°43'24"
C28	2474.00'	38.65'	S 84°28'30" W	38.65'	00°53'42"
C29	2576.25'	52.68'	S 84°36'48" W	52.68'	01°10'18"
C30	2474.00'	49.60'	S 83°27'11" W	49.60'	01°08'55"
C31	2576.25'	51.65'	S 83°27'11" W	51.65'	01°08'55"
C32	2474.00'	49.60'	S 82°18'16" W	49.60'	01°08'55"
C33	2576.25'	51.65'	S 82°18'16" W	51.65'	01°08'55"
C34	2474.00'	49.60'	S 81°09'21" W	49.60'	01°08'55"
C35	2576.25'	51.65'	S 81°09'21" W	51.65'	01°08'55"
C36	2474.00'	49.60'	S 80°00'25" W	49.60'	01°08'55"
C37	2576.25'	51.65'	S 80°00'25" W	51.65'	01°08'55"
C38	2474.00'	49.60'	S 78°51'30" W	49.60'	01°08'55"
C39	2576.25'	51.65'	S 78°51'30" W	51.65'	01°08'55"
C40	2474.00'	49.60'	S 77°42'35" W	49.60'	01°08'55"
C41	2576.25'	51.65'	S 77°42'35" W	51.65'	01°08'55"
C42	2474.00'	49.60'	S 76°33'39" W	49.60'	01°08'55"
C43	2576.25'	51.65'	S 76°33'39" W	51.65'	01°08'55"
C44	2474.00'	49.60'	S 75°24'44" W	49.60'	01°08'55"
C45	2576.25'	51.65'	S 75°24'44" W	51.65'	01°08'55"
C46	2474.00'	50.50'	S 74°15'11" W	50.50'	01°10'10"
C47	20.00'	36.62'	S 53°52'23" E	31.72'	104°55'01"
C48	2576.25'	51.37'	S 74°16'00" W	51.37'	01°08'33"
C49	20.00'	26.07'	S 35°55'32" W	24.26'	74°40'51"
C50	2450.00'	37.77'	S 73°42'28" W	37.77'	00°53'00"
C51	2349.00'	79.25'	S 73°10'58" W	79.25'	01°55'59"
C52	2450.00'	52.70'	S 74°45'56" W	52.70'	01°13'57"
C53	2349.00'	50.53'	S 74°45'56" W	50.53'	01°13'57"
C54	2450.00'	52.70'	S 75°59'53" W	52.70'	01°13'57"
C55	2349.00'	50.53'	S 75°59'53" W	50.53'	01°13'57"
C56	2450.00'	52.70'	S 77°13'50" W	52.70'	01°13'57"
C57	2349.00'	50.53'	S 77°13'50" W	50.53'	01°13'57"
C58	2450.00'	52.70'	S 78°27'46" W	52.70'	01°13'57"
C59	2349.00'	50.53'	S 78°27'46" W	50.53'	01°13'57"
C60	2450.00'	52.70'	S 79°41'43" W	52.70'	01°13'57"
C61	2349.00'	50.53'	S 79°41'43" W	50.53'	01°13'57"
C62	2450.00'	52.70'	S 80°55'40" W	52.70'	01°13'57"
C63	2349.00'	50.53'	S 80°55'40" W	50.53'	01°13'57"
C64	2450.00'	52.70'	S 82°09'37" W	52.70'	01°13'57"
C65	2349.00'	50.53'	S 82°09'37" W	50.53'	01°13'57"
C66	2450.00'	56.83'	S 83°26'28" W	56.83'	01°19'45"
C67	2349.00'	54.49'	S 83°26'28" W	54.49'	01°19'45"
C68	2450.00'	56.83'	S 84°46'13" W	56.83'	01°19'45"
C69	2349.00'	54.49'	S 84°46'13" W	54.49'	01°19'45"
C70	2450.00'	56.83'	S 86°05'57" W	56.83'	01°19'45"
C71	2349.00'	54.49'	S 86°05'57" W	54.49'	01°19'45"
C72	2450.00'	45.62'	S 87°17'50" W	45.62'	01°04'01"
C73	2349.00'	62.68'	S 87°31'42" W	62.67'	01°31'35"
C74	20.00'	31.68'	N 46°47'31" W	28.47'	90°45'16"
C75	20.00'	31.13'	N 43°10'52" E	28.08'	89°11'30"
C76	2248.00'	39.65'	S 87°16'18" W	39.65'	01°00'38"
C77	2349.00'	62.57'	S 87°31'46" W	62.57'	01°31'35"
C78	2248.00'	54.52'	S 86°04'18" W	54.51'	01°23'22"
C79	2349.00'	56.97'	S 86°04'18" W	56.96'	01°23'22"
C80	2248.00'	54.52'	S 84°40'56" W	54.51'	01°23'22"
C81	2349.00'	56.97'	S 84°40'56" W	56.96'	01°23'22"
C82	2248.00'	50.55'	S 83°20'35" W	50.55'	01°17'18"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C83	2349.00'	52.82'	S 83°20'35" W	52.82'	01°17'18"
C84	2248.00'	50.55'	S 82°03'17" W	50.55'	01°17'18"
C85	2349.00'	52.82'	S 82°03'17" W	52.82'	01°17'18"
C86	2248.00'	50.55'	S 80°45'59" W	50.55'	01°17'18"
C87	2349.00'	52.82'	S 80°45'59" W	52.82'	01°17'18"
C88	2248.00'	50.55'	S 79°28'40" W	50.55'	01°17'18"
C89	2349.00'	52.82'	S 79°28'40" W	52.82'	01°17'18"
C90	2248.00'	50.55'	S 78°11'22" W	50.55'	01°17'18"
C91	2349.00'	52.82'	S 78°11'22" W	52.82'	01°17'18"
C92	2248.00'	50.55'	S 76°54'04" W	50.55'	01°17'18"
C93	2349.00'	52.82'	S 76°54'04" W	52.82'	01°17'18"
C94	2248.00'	50.55'	S 75°36'45" W	50.55'	01°17'18"
C95	2349.00'	52.82'	S 75°36'45" W	52.82'	01°17'18"
C96	2248.00'	54.52'	S 74°16'25" W	54.51'	01°23'22"
C97	2349.00'	56.97'	S 74°16'25" W	56.96'	01°23'22"
C98	2248.00'	56.38'	S 72°51'37" W	56.38'	01°26'13"
C99	20.00'	37.16'	S 54°38'11" E	32.04'	106°28'36"
C100	2349.00'	55.86'	S 72°53'51" W	55.86'	01°21'45"
C101	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C102	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C103	12.00'	18.85'	N 43°35'07" E	16.97'	90°00'00"
C104	12.00'	18.85'	N 46°24'53" W	16.97'	90°00'00"
C105	20.00'	26.57'	S 39°28'53" W	24.66'	76°06'17"
C106	2671.25'	43.42'	N 77°59'58" W	43.42'	00°55'53"
C107	2576.25'	88.07'	S 77°28'27" W	88.07'	01°58'55"
C108	2671.25'	53.09'	N 79°02'04" W	53.09'	01°08'19"
C109	2546.25'	50.60'	N 79°02'04" W	50.60'	01°08'19"
C110	2671.25'	53.09'	N 80°10'23" W	53.09'	01°08'19"
C111	2546.25'	50.60'	N 80°10'23" W	50.60'	01°08'19"
C112	2671.25'	53.09'	N 81°18'42" W	53.09'	01°08'19"
C113	2546.25'	50.60'	N 81°18'42" W	50.60'	01°08'19"
C114	2671.25'	53.09'	N 82°27'01" W	53.09'	01°08'19"
C115	2546.25'	50.60'	N 82°27'01" W	50.60'	01°08'19"
C116	2671.25'	53.09'	N 83°35'21" W	53.09'	01°08'19"
C117	2546.25'	50.60'	N 83°35'21" W	50.60'	01°08'19"
C118	2671.25'	53.09'	N 84°43'40" W	53.09'	01°08'19"
C119	2546.25'	50.60'	N 84°43'40" W	50.60'	01°08'19"
C120	2671.25'	53.09'	N 85°51'59" W	53.09'	01°08'19"
C121	2546.25'	50.60'	N 85°51'59" W	50.60'	01°08'19"
C122	2671.25'	53.09'	N 87°00'18" W	53.09'	01°08'19"
C123	2546.25'	50.60'	N 87°00'18" W	50.60'	01°08'19"
C124	2671.25'	53.09'	N 88°08'38" W	53.09'	01°08'19"
C125	2546.25'	50.60'	N 88°08'38" W	50.60'	01°08'19"
C126	2671.25'	70.54'	N 89°28'10" W	70.53'	01°30'47"
C127	2546.25'	70.06'	N 89°30'05" W	70.06'	01°34'35"
C128	20.00'	5.47'	S 81°56'27" W	5.45'	15°39'58"
C129	2546.25'	65.17'	N 77°12'59" W	65.17'	01°28'00"
C130	20.00'	36.69'	N 51°07'48" E	31.76'	105°07'05"
C131	2421.25'	69.25'	N 77°07'49" W	69.24'	01°38'19"
C132	2546.25'	52.04'	N 78°32'07" W	52.04'	01°10'16"
C133	2421.25'	49.49'	N 78°32'07" W	49.49'	01°10'16"
C134	2546.25'	52.04'	N 79°42'23" W	52.04'	01°10'16"
C135	2421.25'	49.49'	N 79°42'23" W	49.49'	01°10'16"
C136	2546.25'	52.04'	N 80°52'39" E	52.04'	01°10'16"
C137	2421.25'	49.49'	N 80°52'39" E	49.49'	01°10'16"
C138	2546.25'	52.04'	N 82°02'55" E	52.04'	01°10'16"
C139	2421.25'	49.49'	N 82°02'55" E	49.49'	01°10'16"
C140	2546.25'	52.04'	N 83°13'11" E	52.04'	01°10'16"
C141	2421.25'	49.49'	N 83°13'11" E	49.49'	01°10'16"
C142	2546.25'	52.04'	N 84°23'27" E	52.04'	01°10'16"
C143	2421.25'	49.49'	N 84°23'27" E	49.49'	01°10'16"
C144	2546.25'	52.04'	N 85°33'43" E	52.04'	01°10'16"
C145	2421.25'	49.49'	N 85°33'43" E	49.49'	01°10'16"
C146	2546.25'	52.04'	N 86°43'59" E	52.04'	01°10'16"
C147	2421.25'	49.49'	N 86°43'59" E	49.49'	01°10'16"
C148	2546.25'	52.04'	N 87°54'15" E	52.04'	01°10'16"
C149	2421.25'	49.49'	N 87°54'15" E	49.49'	01°10'16"
C150	2546.25'	79.98'	N 89°23'23" E	79.98'	01°47'59"
C151	2421.25'	73.60'	N 89°21'38" W	73.60'	01°44'30"
C152	20.00'	25.97'	N 38°38'05" W	24.19'	74°24'40"
C153	2264.25'	96.01'	S 75°47'03" E	96.00'	02°25'46"
C154	2389.25'	48.32'	N 76°25'10" W	48.32'	01°09'31"
C155	2264.25'	54.52'	S 77°41'19" E	54.52'	01°22'47"
C156	2389.25'	57.53'	N 77°41'19" W	57.53'	01°22'47"
C157	2264.25'	54.52'	S 79°04'06" E	54.52'	01°22'47"
C158	2389.25'	57.53'	N 79°04'06" W	57.53'	01°22'47"
C159	2264.25'	54.52'	S 80°26'53" E	54.52'	01°22'47"
C160	2389.25'	57.53'	N 80°26'53" W	57.53'	01°22'47"
C161	2264.25'	51.85'	S 81°47'37" E	51.85'	01°18'43"
C162	2389.25'	54.71'	N 81°47'37" W	54.71'	01°18'43"
C163	2264.25'	54.52'	S 83°08'22" E	54.52'	01°22'47"
C164	2389.25'	57.53'	N 83°08'22" W	57.53'	01°22'47"

CURVE
-------

MATCH LINE (SEE SHEET 8)

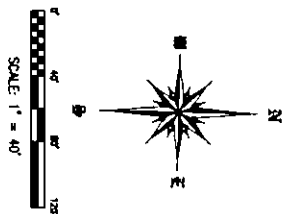


TRUMAN LOOP

KENNEDY BOULEVARD

MATCH LINE (SEE SHEET 8)

TRUMAN LOOP

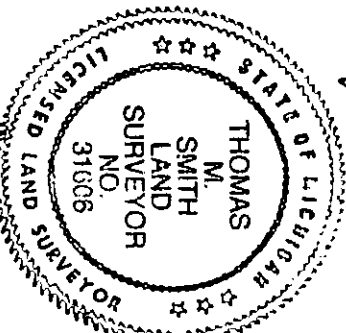


LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILWAUKEE DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT.



*[Handwritten signature]*

APPROVED DATE: JUL 11, 2005

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Project Title  
**UPTOWN VILLAGE**

Client  
**UTILITY PLAN**

Client  
**UPTOWN VILLAGE, LTD**

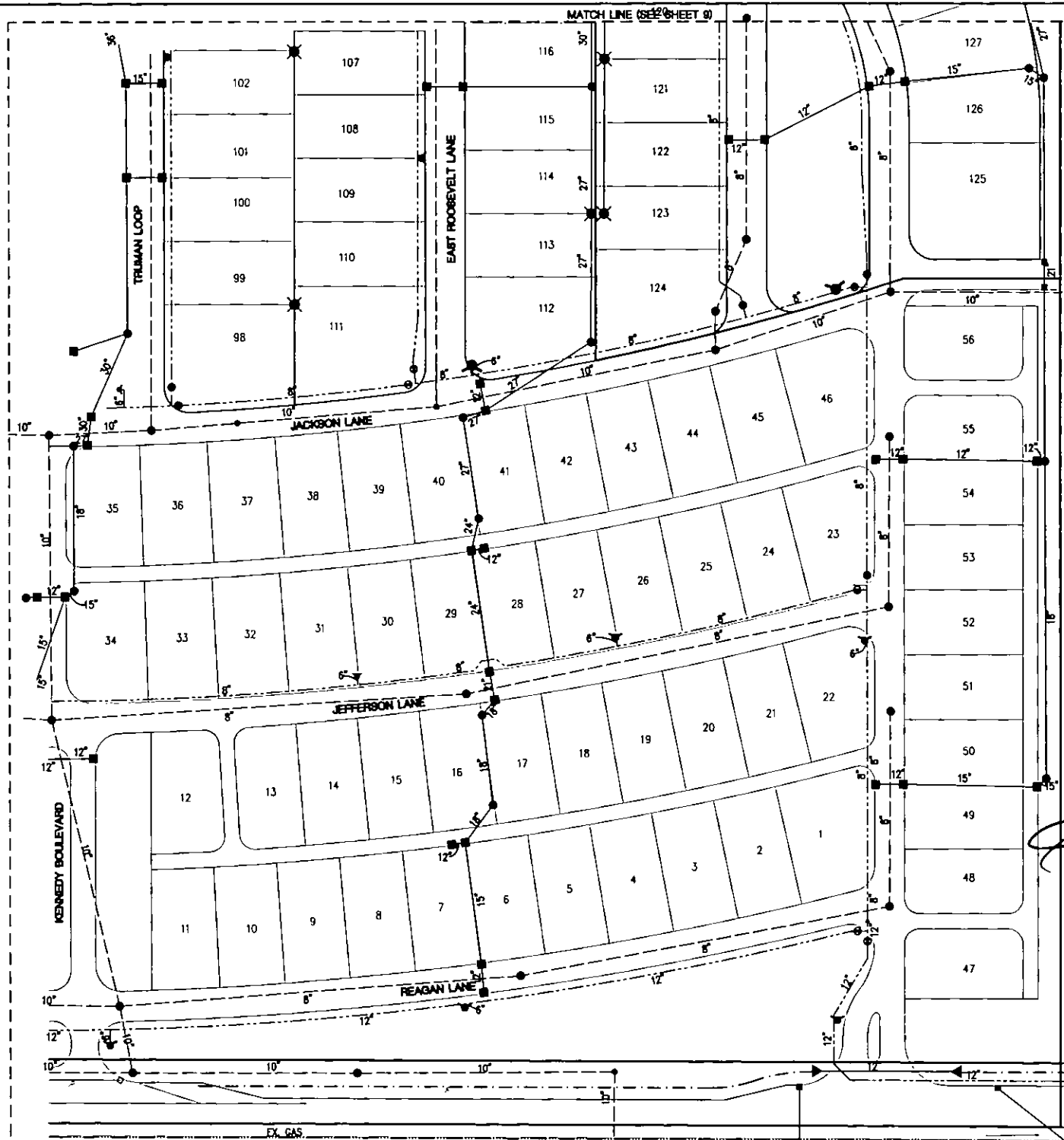
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Project No.	07072

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08/04/05

L-4497 P-371

ACS-5663672-ADM-2005-17  
Lawrence Keetenbaum, Esq.

MATCH LINE (SEE SHEET 7)

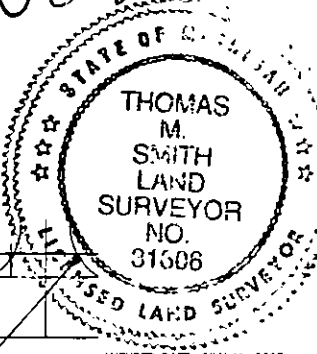


LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- ▲ PR. HYDRANT
- PR. GATE VALVE

NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "NEED NOT BE BUILT".
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



**MICKALICH and ASSOCIATES, INC.**  
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Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

UTILITY PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for

By

Revised

Vertical

Horizontal

Drawn

Checked

Approved

Date

Job No.

Sheet No.

01012

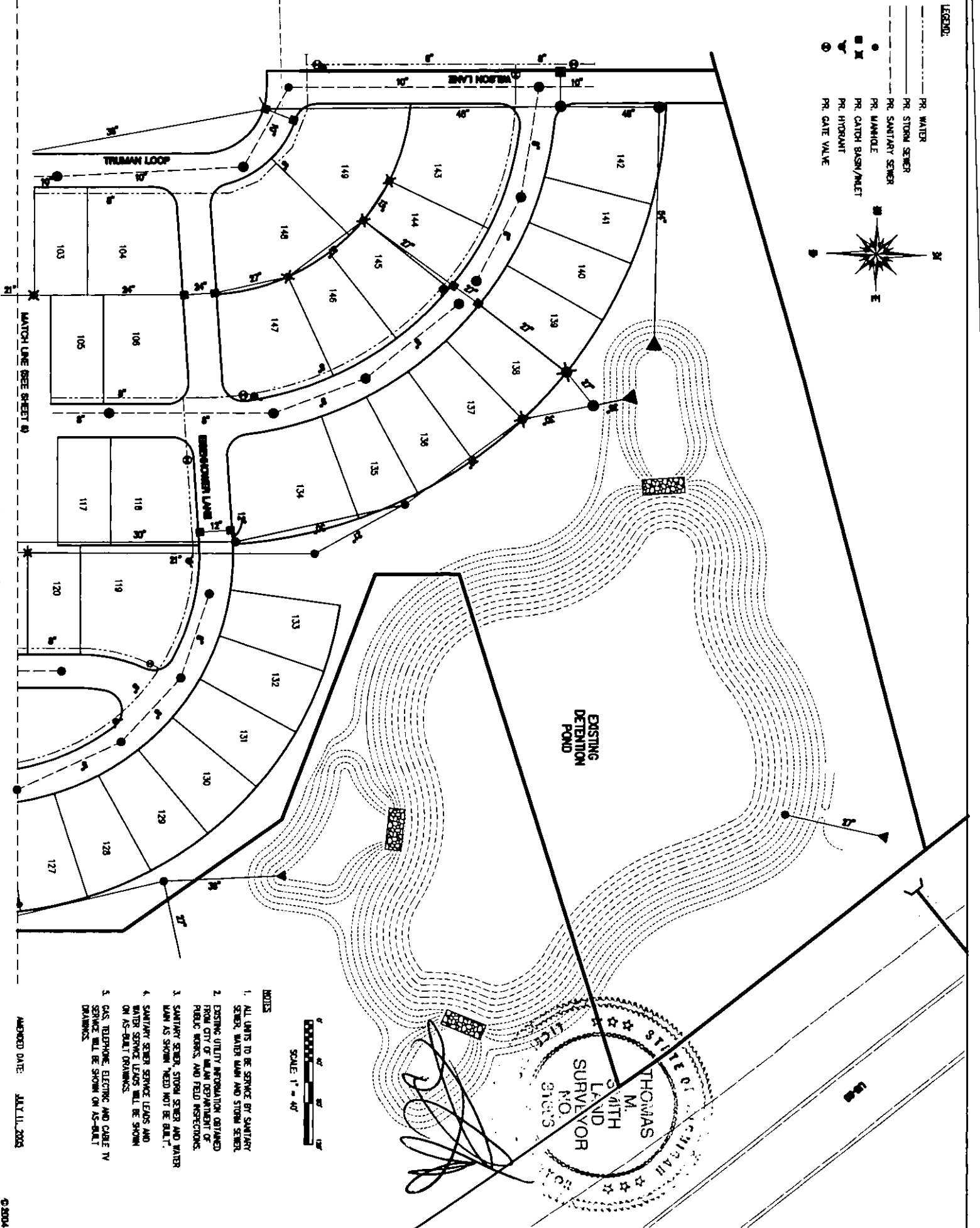
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08/04/05

ACS-5663672-ADM-2005-17  
Lawrence Kestenbaum, Washenaw

L-4497 P-371



AMENDED DATE: JULY 11, 2005

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**WA**  
MICKALICH and ASSOCIATES, INC.  
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Miami, FL 33177  
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Project No.

UPTOWN VILLAGE

Sheet No.

UTILITY PLAN

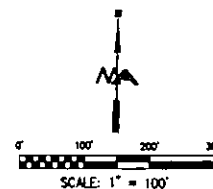
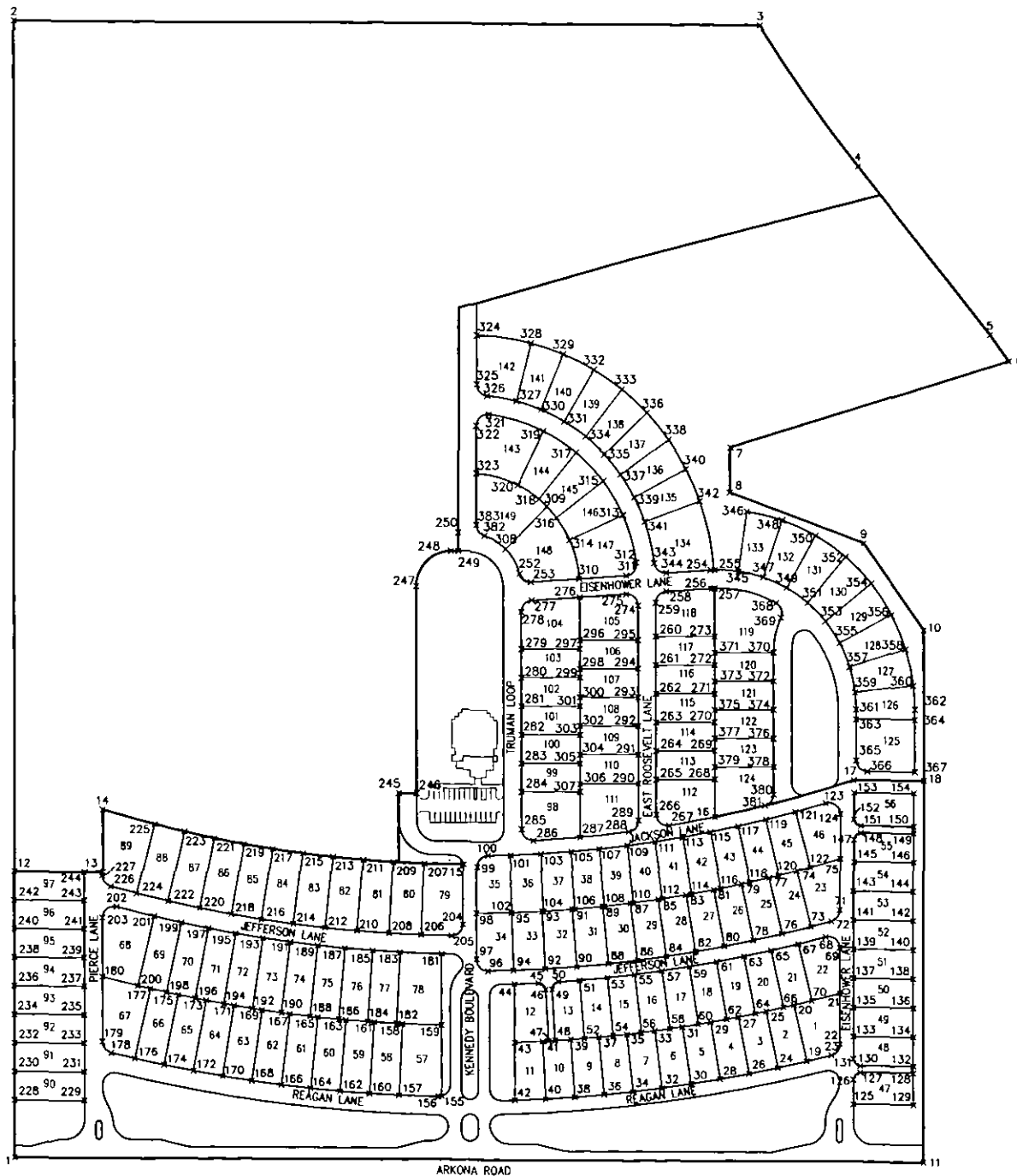
Client

UPTOWN VILLAGE, LTD

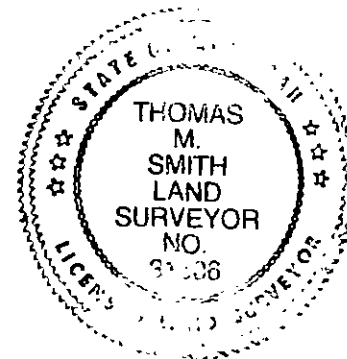
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94. Check	
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97. Scale	
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07012

9



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Engineer's Seal

Project Title

UPTOWN VILLAGE

Sheet Title

COORDINATE  
PLAN

Client

UPTOWN VILLAGE, LTD

Date Issued for

By

Scale

Vertical: 1" = 50'

Horizontal:

Drawn: JPM

Checked: TMS

Approved: JPM

Date: 8/2/05

Job no.

01012

Sheet no.

10

AMENDED DATE: JULY 11, 2005

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42	6577.95	1599.62
43	6678.97	1597.13
44	6781.24	1594.60
45	6784.01	1636.83
46	6773.05	1649.67
47	6683.03	1657.23
48	6684.01	1669.19
49	6773.97	1661.64
50	6786.93	1672.53
51	6790.65	1711.00
52	6688.95	1721.64
53	6796.30	1760.28
54	6694.84	1772.95
55	6802.94	1809.43
56	6701.76	1824.14
57	6810.57	1858.44
58	6709.70	1875.17
59	6819.18	1907.29
60	6718.66	1926.04
61	6828.76	1955.95
62	6728.84	1976.71
63	6839.32	2004.41
64	6739.64	2027.18
65	6850.85	2052.65
66	6751.64	2077.41
67	6863.34	2100.65
68	6877.04	2148.28
69	6858.34	2174.88
70	6764.65	2127.40
71	6924.62	2173.24
72	6904.97	2159.00
73	6894.37	2122.75
74	6991.53	2095.16
75	7014.46	2171.02
76	6880.53	2071.90
77	6978.26	2046.41
78	6867.78	2020.77
79	6966.03	1997.39
80	6856.13	1969.37
81	6954.86	1948.11

POINT	NORTHING	EASTING
82	6845.59	1917.74
83	6844.76	1898.60
84	6836.16	1865.89
85	6935.72	1848.89
86	6827.85	1813.85
87	6927.75	1799.00
88	6820.66	1761.64
89	6920.66	1748.94
90	6814.17	1705.18
91	6914.64	1694.81
92	6808.99	1648.59
93	6909.67	1640.55
94	6805.12	1591.88
95	6905.96	1566.18
96	6802.97	1546.31
97	6822.47	1525.58
98	6903.26	1523.57
99	6984.43	1521.58
100	7004.91	1540.78
101	7006.80	1580.38
102	6905.96	1566.08
103	7010.53	1634.77
104	6909.86	1642.91
105	7015.58	1689.05
106	6915.14	1699.63
107	7021.44	1739.26
108	6921.28	1752.10
109	7028.43	1789.33
110	6928.56	1804.41
111	7036.54	1839.22
112	6937.04	1856.55
113	7045.77	1888.92
114	6946.69	1908.48
115	7056.12	1938.40
116	6957.50	1960.18
117	7067.58	1987.64
118	6969.47	2011.63
119	7080.14	2036.60
120	6982.59	2062.80
121	7094.91	2089.08
122	6998.03	2117.63
123	7111.53	2142.95
124	7092.99	2169.08
125	6985.88	2205.61
126	6928.66	2204.55
127	6641.16	2216.25
128	6643.50	2311.22
129	6688.50	2312.58
130	6653.15	2315.95
131	6664.85	2303.66
132	6655.50	2310.92
133	6703.84	2302.70
134	6706.48	2309.67
135	6754.83	2301.44
136	6757.47	2308.41
137	6805.81	2300.18
138	6808.45	2307.15
139	6856.80	2318.92
140	6859.44	2305.89
141	6907.78	2317.66
142	6810.42	2304.63
143	6958.76	2316.40
144	6961.41	2303.37
145	7009.75	2315.14
146	7012.39	2302.11
147	7048.74	2314.18
148	7061.03	2305.88
149	7063.37	2300.85
150	7075.37	2300.56
151	7073.03	2205.58
152	7084.73	2193.29
153	7131.22	2192.14
154	7133.86	2299.11
155	6580.75	1469.51
156	6579.99	1464.12
157	6580.64	1393.59
158	6705.61	1396.39
159	8705.00	1466.45
160	6582.36	1340.53
161	6707.25	1345.82
162	6585.13	1287.51

POINT	NORTHING	EASTING
163	6709.89	1295.28
164	6588.96	1234.56
165	6713.54	1244.81
166	6593.84	1181.70
167	6718.19	1194.42
168	6599.77	1128.95
169	6723.84	1144.14
170	6606.74	1076.32
171	6730.49	1093.97
172	6614.76	1023.84
173	6738.13	1043.95
174	6623.82	971.53
175	6746.77	994.09
176	6633.92	919.42
177	6756.40	944.41
178	6642.95	876.95
179	6661.98	861.27
180	6775.50	858.44
181	6829.99	1463.36
182	6705.85	1386.47
183	6830.81	1389.76
184	6707.76	1334.46
185	6832.62	1340.31
186	6710.72	1282.50
187	6835.44	1290.90
188	6714.75	1230.61
189	6839.27	1241.56
190	6718.84	1178.82
191	6844.11	1192.31
192	6725.98	1127.14
193	6849.95	1143.16
194	6733.18	1075.59
195	6856.79	1094.15
196	6741.43	1024.21
197	6864.64	1045.29
198	6750.73	973.00
199	6873.48	998.59
200	6761.08	922.00
201	6883.32	948.09
202	6888.74	880.59
203	6878.81	855.86
204	6882.61	1500.07
205	6862.12	1480.30
206	6862.12	1426.38
207	6987.11	1427.80
208	6863.47	1368.56
209	6988.39	1373.30
210	6866.20	1311.40
211	6990.98	1318.84
212	6870.32	1254.02
213	6994.88	1264.46
214	6875.81	1196.75
215	7000.09	1210.19
216	6882.68	1139.64
217	7006.60	1156.06
218	6890.49	1085.49
219	7014.00	1104.75
220	6900.04	1028.76
221	7023.05	1050.98
222	6910.95	972.28
223	7033.39	997.46
224	6923.21	916.07
225	7045.01	944.19
226	6934.56	869.10
227	6953.45	854.00
228	6555.41	706.88
229	6556.53	631.84
230	6605.40	705.63
231	6608.51	830.60
232	6655.38	704.39
233	6658.50	829.35
234	6705.37	703.14
235	6708.48	828.10
236	6755.35	701.69
237	6758.47	825.86
238	6805.33	700.65
239	6808.45	825.61
240	6855.32	699.40
241	6858.44	824.36
242	6905.30	698.15
243	6908.42	823.11
244	6958.41	821.87

POINT	NORTHING	EASTING
246	7110.49	1411.42
247	7471.64	1402.50
248	7534.99	1482.79
249	7535.32	1475.95
250	7567.31	1475.16
251	7567.74	1492.65
252	7499.59	1585.23
253	7485.14	1606.23
254	7513.67	1928.15
255	7514.17	1934.95
256	7481.79	1930.98
257	7482.16	1935.74
258	7474.58	1849.62
259	7454.17	1831.40
260	7395.71	1832.84
261	7345.73	1834.07
262	7295.75	1835.31
263	7245.76	1836.54
264	7195.78	1837.78
265	7145.79	1839.01
266	7084.62	1840.52
267	7065.46	1864.21
268	7148.38	1943.98
269	7198.37	1942.75
270	7248.35	1941.51
271	7298.34	1940.28
272	7348.32	1939.04
273	7398.31	1937.81
274	7448.29	1936.52
275	7468.21	1937.76
276	7460.81	1894.19
277	7453.18	1808.08
278	7432.76	1589.85
279	7368.14	1391.45
280	7318.15	1592.68
281	7268.17	1593.92
282	7218.18	1595.15
283	7168.20	1596.38
284	7118.22	1597.62
285	7068.24	1598.85
286	7018.25	1600.08
287	7041.42	1704.55
288	7053.09	1791.84
289	7073.35	1808.79
290	7137.60	1807.20
291	7188.59	1805.95
292	7238.57	1804.71
293	7288.56	1803.48
294	7338.54	1802.24
295	7388.52	1801.01
296	7385.93	1696.04
297	7370.73	1696.41
298	7335.95	1697.27
299	7320.75	1697.65
300	7285.96	1698.51
301	7270.76	1698.88
302	7235.58	1699.74
303	7220.78	1700.12
304	7185.99	1700.98
305	7170.79	1701.35
306	7135.01	1702.24
307	7120.81	1702.59

POINT	NORTHING	EASTING
308	7541.819	1559.751
309	7617.783	1632.258
310	7492.818	1692.907
311	7500.251	1776.780
312	7523.431	1794.747
313	7605.822	1768.688
314	7560.243	1674.096
315	7664.510	1731.606
316	7598.650	1649.829
317	7713.248	1682.171
318	7630.545	1617.478
319	7749.493	1622.963
320	7654.264	1578.731
321	7776.335	1524.445
322	7755.935	1502.511
323	7672.536	1504.570
324	7814.753	1498.588

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*UPTOWN VILLAGE ASSOCIATION*

*ID NUMBER: 779426*

*received by facsimile transmission on October 11, 2002 is hereby endorsed*

*Filed on October 14, 2002 by the Administrator.*

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

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of October, 2002.*



*, Director*

*Bureau of Commercial Services*

# UPTOWN VILLAGE ASSOCIATION

## NONPROFIT

### ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of Michigan of 1982, as follows:

#### ARTICLE I

The name of the Corporation is Uptown Village Association.

#### ARTICLE II

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

(a) To manage and administer the affairs of, and to maintain, Uptown Village, a site condominium (hereinafter referred to as the "Condominium") and the Common Elements thereof;

(b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;

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

(d) To rebuild improvements after casualty;

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

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

(g) To grant easements, rights-of-entry, rights-of-way, and licenses to,

through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Corporation and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation;

(i) To make and enforce reasonable rules, regulations, resolutions, and/or policies concerning the use and enjoyment of the Condominium;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this Corporation as may hereafter be adopted;

(k) To sue in all courts and participate in actions and proceedings judicial, administrative, arbitral or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article XI of these Articles;

(l) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended;

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

### ARTICLE III

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is:

Real Property:	None
Personal Property:	None

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

Assessment of Members owning Units in the Condominium.

The Corporation is organized on a membership basis.

#### ARTICLE IV

The address of the initial registered office is:

2195 S. Milford Road  
Milford, MI 48381

The mailing address of the initial registered office is:

P.O. Box 308  
New Hudson, MI 48165

The name of the initial resident agent at the registered office is:

Phillip W. McCafferty  
2195 S. Milford Road  
Milford, MI 48381

#### ARTICLE V

The name and business address of the incorporator is:

Samuel K. Hodgdon  
2195 S. Milford Road  
Milford, MI 48381

#### ARTICLE VI

The name and address of the first Board of Directors is as follows:

Phillip W. McCafferty  
2195 S. Milford Road  
Milford, MI 48381

#### ARTICLE VII

The term of the corporate existence is perpetual.

## ARTICLE VIII

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

(a) Each Owner (including the Developer) of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the first Board of Directors named herein shall be a member of the Corporation until such time as the Condominium is established and any Unit owner qualifies as a member; provided that such director's termination as a member shall not affect his status as director.

(b) Membership in the Corporation shall be established by the acquisition of the simple title to a Unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Owner thereby becoming a member of the Corporation, and the membership of the prior Owner thereby being terminated.

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

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

## ARTICLE IX

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, is not personally liable to the Corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director for any of the following:

(a) A breach of the director's duty of loyalty to the Corporation or its members.

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

(c) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.

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

benefit.

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

Section 2. The Corporation assumes the liability for all acts or omissions of a nondirector volunteer if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

- (b) The volunteer was acting in good faith.

- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.

- (d) The volunteer's conduct was not an intentional tort.

- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Section 3. If the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director or nondirector volunteer, then a volunteer director or nondirector volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article IX shall have any effect on the liability of any volunteer director or nondirector volunteer of the Corporation with respect to any act or omission of such volunteer director or nondirector volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

## ARTICLE X

Any action which may be taken at a meeting of the members of the Corporation (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 the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation 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 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.

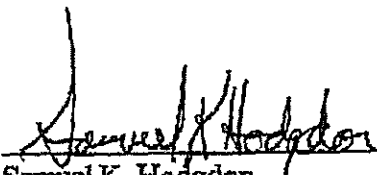
#### ARTICLE XI

In order to insure that such action has the support of the majority of the members, any civil action proposed by the Board of Directors on behalf of the Corporation to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Corporation, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all members, and notice of such proposed action must be given in writing to all members.

#### ARTICLE XII

These Articles of Incorporation may only be amended by the consent of sixty-six and two-thirds (66-2/3%) percent of all members.

Signed this 11<sup>th</sup> day of October, 2002.

  
\_\_\_\_\_  
Samuel K. Hodgdon



## UPTOWN VILLAGE CONDOMINIUM ESCROW AGREEMENT

Uptown Village, Ltd., a Michigan corporation, with principal offices in Oakland County, Michigan, Developer (herein "Developer"), and Ticor Title Insurance Company, through its representative, Metropolitan Title Company, a Michigan corporation, with offices in Livingston County, Michigan, the escrow agent, enter into this agreement on October 21, 2002.

The Developer has purchased or has the right to purchase units in a residential condominium project known as Uptown Village, located in the City of Milan, Washtenaw County, Michigan, under applicable Michigan law. The Developer intends to enter into preliminary reservation agreements and purchase agreements with persons who want to purchase condominium units in the project. These agreements will be substantially in the form of the attached Exhibits A and B. These agreements require that all deposits made under them be held in escrow with an escrow agent for a specified period. The parties desire to enter into this escrow agreement to establish an escrow account for the benefit of the Developer and of each purchaser who makes deposits under such an agreement. The escrow agent is acting as an independent party pursuant to the provisions of this agreement and of the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., for the benefit of the Developer and the purchasers and not as the agent of any party.

Therefore, in consideration of the mutual covenants in this agreement, the parties agree as follows:

1. The deposit of funds. Promptly after receipt, the Developer shall transmit to the escrow agent, all sums deposited with it under a reservation agreement or a purchase agreement, and a receipt signed by the purchaser for the condominium documents furnished to the purchaser by the Developer, if any. No such agreement may be amended in any manner that, in the opinion of the escrow agent, would increase its liability or materially change its duties as stated in the agreement without the escrow agent's written consent.
2. The approval of condominium documents. When a master deed for the project has been prepared, the Developer shall furnish the escrow agent with a copy together with copies of other condominium documents that the escrow agent requests.
3. The release of funds. The sums paid to the escrow agent under the terms of any reservation or purchase agreement shall be held and released to the Developer or to the purchaser only on the following conditions:
  - a. Withdrawal by the purchaser. The escrowed funds shall be released to the purchaser under the following circumstances:
    - (1) If the purchaser withdraws from the reservation or purchase agreement before it becomes binding, the escrow agent shall, within three business days after receipt of notice of the withdrawal, release to the purchaser all the purchaser's deposits held under the agreement.

(2) If a purchase agreement is contingent on the purchaser obtaining a mortgage and the purchaser fails or is unable to do so, the escrow agent shall, on notice of withdrawal, release to the purchaser all sums held by the escrow agent pursuant to the agreement.

(3) If the Developer files a written objection to the withdrawal request of a purchaser with the escrow agent, claiming an interest in the sums held pursuant to this agreement, the escrow agent shall hold or dispose of the funds as provided in provision 5 of this agreement.

b. Default by the purchaser. If a purchaser's default in making any payments required by a binding purchase agreement or in fulfilling any other obligations under such an agreement continues for 15 days after written notice by the Developer to the purchaser, the escrow agent shall release sums held pursuant to the purchase agreement to the Developer in accordance with the terms of the agreement. However, if the purchaser files a written objection to the notice of default with the escrow agent, claiming an interest in the sums held pursuant to this agreement, the escrow agent shall hold or dispose of the funds as provided in provision 5 of this agreement.

c. Conveyance of title. When the Developer conveys the title to a unit to the purchaser or signs a land contract with the purchaser in fulfillment of a purchase agreement, the escrow agent shall release to the Developer all sums held in escrow under the agreement once the escrow agent has received a certificate signed by a licensed professional engineer or architect confirming:

(1) That those portions of the phase of the project in which the purchaser's unit is located and which under the terms of the condominium documents "must be built", are substantially complete and that recreational facilities or other similar amenities and all similar common elements or improvements intended for common use, wherever located and which under the terms of the condominium documents "must be built", are substantially complete or

(2) That, if the elements or facilities referred to in provision 3(c)(1) are not substantially complete, sufficient funds to finance substantial completion of such elements or facilities are being retained in escrow or that other adequate security has been arranged as provided.

For the purpose of provision 3(c)(1), the phase of the condominium project in which the purchaser's unit is located and other facilities shall be "substantially complete" when all utility mains and leads, major structural components of buildings, building exteriors, sidewalks, driveways, landscaping, and access roads that are designated in the condominium documents as "must be built" are substantially complete as evidenced by the type of certificates described in provision 4.

d. The release of funds escrowed for completion. When the escrow agent is furnished with a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of an

improvement or an identifiable portion of an improvement for which funds or other security have been deposited in escrow, the escrow agent shall release the amount of the funds or other security specified by the issuer of the certificate as being attributable to the substantially completed items to the Developer. However, if the amounts remaining in escrow after any partial release would be insufficient in the opinion of the issuer of the certificate to finance the substantial completion of the remaining incomplete items for which funds or other security have been deposited in escrow, the escrow agent shall release only the amount in escrow in excess of the estimated cost to substantially complete the remaining items to the Developer.

Notwithstanding any release of escrowed funds authorized or required under this agreement, the escrow agent may refuse to release escrowed funds if, in its judgment, it has sufficient cause to believe that the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without a factual basis.

e. Interest earned on escrowed funds. The escrow agent has no obligation to earn interest on the sums held pursuant to this agreement. However, if interest on such sums is earned, all such interest shall be separately accounted for by the escrow agent and shall be held in escrow and released when the principal deposits are released under this agreement. However, all interest earned on deposits refunded to a purchaser on withdrawal from a purchase agreement shall be paid to the Developer.

f. Other adequate security. If the Developer requests that all the escrowed funds held under this agreement or any part of them be delivered to it before it is otherwise entitled to receive the funds, the escrow agent may release all such sums to the Developer if the Developer places with the escrow agent an irrevocable letter of credit drawn in favor of the escrow agent in form and substance satisfactory to the escrow agent and securing full repayment of the sums or places with the escrow agent other security that is permitted by law and approved by the escrow agent. The escrow agent may present any letter of credit deposited pursuant to this provision for payment without prior notice to or consent from the Developer.

g. Incomplete elements or facilities. If the escrow agent is holding in escrow funds or other security for the completion of incomplete elements or facilities under MCLA 559.203b(7), MSA 26.50(203b)(7), on the request of the Uptown Village Association or any interested co-owner, the escrow agent shall administer the funds or security in the following manner:

(1) On request, the escrow agent shall give all notices required under MCLA 559.203b(7), MSA 26.50(203b)(7).

(2) If the Developer, Uptown Village Association and any other parties asserting a claim to or an interest in the escrow deposit, enter into a written agreement for the escrow agent's protection that is satisfactory to the escrow agent, to dispose of the funds or security in escrow under MCLA 559.203b(7), MSA 26.50(203b)(7), the escrow agent shall release the funds or security to the parties in accordance with the written agreement.

(3) In the absence of a written agreement as provided in provision 3(g)(2), the escrow agent shall be under no obligation to release any such escrowed funds or security, and the

escrow agent shall initiate an interpleader action in Washtenaw County Circuit Court, Michigan, naming the Developer, Uptown Village Association, and all other claimants and interested persons as parties and deposit all funds and other security in escrow under MCLA 559.203b(7), MSA 26.50(203b)(7) with the Clerk of the Court in full release of its responsibilities under this agreement.

4. Proof of occurrences. The escrow agent may require reasonable proof of the occurrence of any of the events, actions, or conditions for releasing any sums held by it pursuant to this escrow agreement either to a purchaser or to the Developer. Whenever the escrow agent is required by this agreement to confirm that any part of an element, or an improvement is substantially complete in accordance with the pertinent plans and specifications, it may base the confirmation entirely on the certificate of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements and improvements for which escrowed funds are being specifically maintained under provision 3(d) shall be entirely made by a licensed professional engineer or architect, and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements or improvements shall be entirely based on such determinations and estimates. The escrow agent is not obligated under this agreement to inspect any part of the project or to make any cost estimates or determinations. The escrow agent may rely entirely on certificates, determinations, and estimates as described above in retaining and releasing all escrowed funds under this agreement.

5. Conflicting claims. If the escrow agent receives conflicting instructions or claims to the funds, securities, or documents held in escrow, it may take any one or more of the following actions:

a. It may release all or part of the funds to the party which it, in its sole judgment, determines is entitled to receive the funds under this agreement.

b. It may hold all or part of the funds, securities, and documents affected by the conflicting instructions or claims in escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or by the final order of a court of competent jurisdiction.

c. It may initiate an interpleader action in any circuit court in Michigan naming all interested persons as parties and depositing all or part of the funds, securities, and documents affected by the adverse claims with the clerk of the court in full release of its responsibilities under this agreement.

6. Rights and liabilities of the escrow agent.

a. On delivering the funds deposited with the escrow agent pursuant to this escrow agreement and performing the obligations and services stated in this agreement, the escrow agent shall be released from any further liability under this agreement. Liability is limited by the provisions of this agreement. By signing this agreement, the escrow agent is acting as a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness,

b. The escrow agent does not guarantee the Developer's performance of any purchase agreement under the condominium documents and undertakes no responsibilities for the Developer's performance under those documents or for the conformity of its performance with the provisions of such documents, with the plans and specifications for the project, with local or state laws, or in any other particular. As long as the escrow agent relies in good faith on the certificates, cost estimates, and determinations described in provision 4, the escrow agent shall have no liability to the Developer, any purchaser, or any other party for any error in such a certificate, cost estimate, or determination.

7. Notices. All notices required or permitted under this agreement and all notices of address changes shall be deemed sufficient if personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed to the recipient, at the address shown below the party's signature on the pertinent reservation or purchase agreement. For the purpose of calculating time periods under the provisions of this agreement, notice shall be deemed effective when mailed or personally delivered.

TICOR TITLE INSURANCE  
COMPANY, BY ITS REPRESENTATIVE  
METROPOLITAN TITLE COMPANY

By: W. J. Hume  
Its: Gregory Counsel

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## UPTOWN VILLAGE LIMITED WARRANTY

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1. **Name and Address of Warrantor.** The name of the Warrantor (i.e. the entity making this Limited Warranty) is **UPTOWN VILLAGE, LTD.**, whose address is P.O. BOX 308, NEW HUDSON, MI 48165.
2. **Terms.** The terms of the various coverage of this Limited Warranty begin on the date on which your Condominium Unit is deeded to you (the "Closing"), or as otherwise provided in this Limited Warranty.
3. **Coverage.** We, as Warrantor, warrant that for a period of one (1) year after Closing, we will repair or replace, at our option, any latent defects in material or workmanship of the appurtenant residence. A latent defect is defined as one which was not apparent/ascertainable at the time of closing. All workmanship and materials shall satisfy the standards of construction described in *The Residential Construction Performance Guidelines – For Professional Builders and Remodelers*, published by the National Association of Home Builders, with attached inserts (the "Guidelines"). In the event that any portion of the contract documents described in the Purchase and Building Agreement conflicts with the Guidelines, the contract documents shall control. The Purchaser agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.
4. **Walk-thru Items.** We will conduct a walk-through with you prior to closing. The items listed below will be repaired only if they are reported to us at that time. We will give written confirmation of the items needing repair. After those repairs are made, we will have no further responsibility for repairs or warranties of the following items:
  - (a) Chipped, cracked or dented sinks, tubs, shower enclosures, commodes or floor tiles;
  - (b) Torn, gouged, stained or loose floor tile, vinyl, or carpet;
  - (c) Chipped, scratched, stained or cracked cabinets, counter or vanity tops;
  - (d) Cracked or scratched window glass, mirrors, or light fixtures;
  - (e) Scratched or dented water heater;
  - (f) Missing shelves or accessories in appliances, cabinets, medicine chests or pantries;
  - (g) Missing or damaged windows, doors or screens;
  - (h) Caulking and grouting;
  - (i) Trees, bushes, sod, or any type of vegetation.

5. **Manufacturers' Warranties.** We assign and pass through to you any manufacturers' warranties, to the extent they exist and are assignable, on all appliances and equipment located in your appurtenant residence. The following are examples of such appliances and equipment, although not every residence includes all of these items and some residences may include appliances and equipment not in this list: Refrigerator, range, furnace, washing machine, dishwasher, ventilating fan and air conditioner. We do not hereby represent that any such appliances and/or equipment have manufacturers' warranties.

6. **Exclusions from Coverage.** We do not assume responsibility for any of the following (either with respect to your Condominium Unit or the appurtenant residence thereon), all of which are excluded from the coverage of this Limited Warranty.

- a) Defects in appliances and pieces of equipment which are covered by manufacturers' warranties. (We have assigned any such manufacturers' warranties to you, and you should follow the procedures in these warranties if defects appear in these items.)
- b) Damage due to ordinary wear and tear, abusive use, and lack of proper maintenance of your residence.
- c) Conditions which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; damage to concrete resulting from use of salt, chemicals, or other de-icing agents; drying, shrinking and cracking of caulking and weather-stripping; cracks in tile or cement and heaving of tile or cement; sound transmission within or without your residence, including noise from pipes, appliances and fixtures; settlement of your residence, or the ground under or around your Condominium Unit and the appurtenant residence thereon.
- d) Conditions which are the result of characteristics of hardwood floors, their component parts or surfaces and/or conditions caused by normal or anticipated expansion and contraction of the wood, including, without limitation, any cracks, gaps, uneven surfaces, or like conditions.
- e) Damage due to destruction of any tree, shrub or plant growth which is native to the condominium site and which remains after completion of construction of the condominium project, regardless of Warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site.
- f) Defects in items installed by you or by anyone else except us or (if requested by us) our subcontractors.
- g) Work done by you or anyone else except us or (if requested by us) our subcontractors.

- h) Damage resulting from fires, floods, storms, electrical malfunctions, accidents, acts of God; or damages from alterations, misuse or abuse of the covered items by any person; or damage resulting from your failure to observe any operating instructions furnished by us at the time of installation; or damage resulting from a malfunction of telephone, gas company, power company, or water equipment or lines.
- i) Loss or injury due to the common elements.
- j) Conditions resulting from condensation on, or expansion or contraction of materials.
- k) Consequential or incidental damages.
- l) Loss or damage which you have not taken timely action to minimize.
- m) Nail pops and minor cracks in the drywall will be repaired only once during the eleventh month of the warranty period. We will not be obligated to sand or repaint the areas repaired, said obligation resting solely with you.

**7. NO OTHER WARRANTIES. THIS LIMITED WARRANTY IS THE ONLY WARRANTY THAT WE GIVE. THERE ARE NO IMPLIED WARRANTIES OF ANY KIND AND/OR FOR THE BENEFIT OF ANY ENTITY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, WORKMANSHIP AND CONFORMANCE WITH PLANS AND SPECIFICATIONS. SUCH WARRANTIES ARE EXPRESSLY EXCLUDED, OR, TO THE EXTENT NOT EXCLUDABLE BY LAW, LIMITED TO THE WARRANTY PERIOD SET FORTH ABOVE. THIS WARRANTY ALSO EXCLUDES ANY CONDITION WHICH MAY BE DEEMED IN VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND/OR ANY CONDITIONS OF TOXIC WASTE OR HAZARDOUS SUBSTANCES. YOU AND/OR THE ASSOCIATION OF CO-OWNERS MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY. NO SALES REPRESENTATIVE OF THE DEVELOPER IS AUTHORIZED TO DEVIATE FROM THIS PROVISION.**

**8. Claims Procedure.** If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing it to our office at the address appearing in Paragraph 1 of this Limited Warranty. We will not assume responsibility for responding to any written letter delivered to us more than fourteen (14) days after the expiration of the one-year warranty period, even if the defects that are claimed in the letter may have arisen within the one-year warranty period. You must tell us in your letter what times during the day you will be home, so that we can schedule service calls appropriately. If delay will cause extra damage, telephone us. **Only emergency reports will be taken by phone.**



9. **Repairs.** Upon receipt of your written report of a defect, we will inspect your appurtenant residence. If a defective item is covered by this Limited Warranty, we will repair or replace it at our option, at no charge to you within sixty (60) days after our inspection (longer if weather conditions, labor problems or material shortages cause delays). The work will be done by us or subcontractors chosen by us. The choice between repair and replacement is ours.
10. **Not Transferable.** This Limited Warranty is extended to you only if you are the first purchaser of your Condominium Unit. When the first purchaser sells the Unit or moves out of the appurtenant residence, this Limited Warranty automatically terminates.

By signing below, Purchasers acknowledge that there are no guarantees, warranties, understandings, or representations made by us, or any representative, that are not set forth in this document.

**Purchasers:**

\_\_\_\_\_

\_\_\_\_\_

**WARRANTOR:**

UPTOWN VILLAGE, LTD.,  
a Michigan Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Date:** \_\_\_\_\_

UPTOWN VILLAGE  
ESCROW AGREEMENT

AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Allen Edwin Home Builders, LLC, a Michigan limited liability company with offices at 2186 E. Centre Ave., Portage, MI 49002 ("Builder"), and Devon Title Agency, a Michigan corporation, with offices at 800 E. Milham Road, Portage, MI 49002 (the "Escrow Agent").

RECITALS:

WHEREAS, Uptown Village is a residential development in the City of Milan, Washtenaw County, Michigan, developed by a third party unrelated to Builder, as a site Condominium Project under the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act"); and

WHEREAS, Builder intends to sell Units in Uptown Village (the "Project"), and is entering into Purchase and/or Preliminary Reservation Agreements (the "Purchase Agreements") with purchasers for such Units in substantially the form attached, and each such Agreement requires that all deposits made by prospective purchasers be held by an Escrow Agent under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Builder and for the benefit of each purchaser (hereinafter called "Purchaser") who makes a deposit under a Purchase Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Builder shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase or Reservation Agreement, together with a fully executed copy of such Agreement, as required under Section 84 Act. Pursuant to Section 84(3), such funds need not be deposited in escrow if such funds are not required by other provisions of the Act to be retained in escrow after the closing. Pursuant to Section 103b(5), Builder has elected to provide the Escrow Agent with evidence of lending commitments, together with an indemnification agreement, having a value of not less than the amount that would otherwise be retained pursuant to Section 103b(3) of the Act.

2. The sums paid to Escrow Agent under the terms of any Purchase or Reservation Agreement shall be held and released to Builder or to Purchaser upon the following conditions:

A. In the event that a Purchaser withdraws from a Reservation Agreement, or from a Purchase Agreement prior to the time that the Agreement becomes binding under its provision, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held under the Agreement.

B. If Builder requests that all or any part of the escrowed funds held under this Agreement be delivered to it prior to the time it otherwise becomes entitled to receive them, Escrow Agent may release all such sums to Builder if Builder has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of such sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

3. The Escrow Agent in the performance of its duties under this Agreement shall be deemed an independent party not acting as the agent of the Builder, any Purchaser, Co-owner, or other interested party. So long as the Escrow Agent relies upon any certificate, cost estimate, or determination made by a licensed professional engineer or architect as described in the Act, the Escrow Agent shall have no liability whatever to the Builder or to any Purchaser, Co-owner, or other interested party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon. The Escrow Agent shall be relieved of all liability upon release, in accordance with this Paragraph, of all amounts deposited with it as required by the Act.

4. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated in this Agreement before releasing any sums held by it under a Purchaser Agreement to a Purchaser or to the Builder.

5. Upon making delivery of the funds deposited with Escrow Agent under a Purchase Agreement and performance of the obligations and services stated in both the Purchase Agreement and in this Escrow Agreement, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions of such Agreement, and of this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit reserved or sold under any other Agreement. Escrow Agent shall not be responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

6. Builder hereby agrees to indemnify and hold the Escrow Agent harmless for any loss or damage sustained by the Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

7. All funds received in this escrow, and any other funds received by Devon Title in connection with the subject real estate transaction, shall be deposited with other escrow funds in one or more non-interest bearing escrow accounts of Escrow Agent in a state or national bank selected by Escrow Agent. Escrow Agent shall have no obligation to account in any manner to the parties to this escrow for the value of any benefit received by Escrow Agent, directly or indirectly, by reason of the deposit of any such funds or the maintenance of such accounts with such bank, nor shall Escrow Agent have any obligation to pay any benefit to said parties. Such benefits may include, without limitation, credits allowed by such bank on loans to Escrow Agent

or its parent company, and credits on accounting, reporting, and other services and products of such bank. Any such benefits shall be deemed additional compensation of Escrow Agent for its services in connection with this escrow. Escrow Agent shall not be liable for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such bank. Escrow Agent shall not be liable for any loss or impairment of said funds due to bank failure, insolvency, or suspension.

8. All notices required or permitted under this Agreement and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered or certified mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon any of the other said Agreements. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof

ALLEN EDWIN HOME BUILDERS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

DEVON TITLE AGENCY

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ALLEN EDWIN HOMES**  
**LOT SALE AND BUILDING AGREEMENT**

Read carefully. This Agreement ("Agreement") governs the legal rights of the Owner / Builder.  
Owner may want to seek the advice of an Attorney.

BUILDER: Allen Edwin Home Builders, LLC  
Builder License No: 2102182919  
Address: 2186 E Centre  
City: Portage  
State: Michigan  
Zip: 49002  
Phone: (269) 321-2600  
Fax: (269) 321-2601  
Date: \_\_\_\_\_  
Sales Counselor: \_\_\_\_\_

BUYER/OWNER: \_\_\_\_\_  
BUYER/OWNER: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

The parties mutually agree as follows:

1. **OFFER:** Buyer hereby offers to buy the property located in ☐ City ☐ Village ☐ Township of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, the commonly known address of \_\_\_\_\_ and legally described as \_\_\_\_\_, \_\_\_\_\_ (the "Lot"). The term "Lot", for purposes of this entire agreement, (including any supplemental documentation) shall include a Lot in a platted development, a Unit in a site condominium community organized under the Michigan Condominium Act or a parcel in situations where the property is an unplatted metes and bounds parcel of land. This offer also includes the home being or to be built thereon ("Home"), subject to any existing building and use restrictions, limitations and easements, substantially in accordance with the plans and specifications which are approved and signed by Buyer. The quality of materials and work shall be in accord with industry standards.

2. **CONTRACT PRICE:** Buyer agrees to pay Builder the sum of \$ \_\_\_\_\_ as the "Contract Price" for the Lot and for construction of the Home.

3. **METHOD OF PAYMENT:** All monies must be paid by certified check, cashier's check or money order. Sale NOT CONTINGENT on financing after pre-approval.

**DUE ON SALE:** BUILDER UNDERSTANDS THAT BUILDING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE BUILDER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

4. **MORTGAGE CONDITIONS:** Completion of this transaction is contingent on Buyer's ability to obtain a (conventional) (insured conventional) (FHA) (VA) first mortgage loan commitment or an acceptable conditional pre-approval for approximately \$ \_\_\_\_\_ ("Mortgage Loan"). Buyer shall apply for a first mortgage loan commitment or a conditional pre-approval (with such loan commitment or pre-approval to be in a form acceptable to Builder in Builder's sole discretion) **within three (3) business days from the date Buyer signs this agreement**. Buyer will provide any requested information to the lender in a timely manner. If Buyer is unable to obtain a mortgage loan commitment or an acceptable conditional pre-approval **within fifteen (15) days of loan application**, or if Buyer is declined for a loan during this time period, Builder may return all deposits to Buyer or, if applicable, Buyer may elect to become a member of the Home Buyers Club. In the event the initial lender is unable to issue a conditional pre-approval, customer's file may, at Builder's discretion, be transferred to an alternate lender to pursue obtaining a conditional pre-approval. Buyer consents that any information pertaining to the mortgage loan application and financing (includes but is not limited to, the Credit Report, Loan Application, Verification of Employment, Verification of Deposits, Tax Returns, Deposit and Investment account statements, Property Appraisal, Communication log and Letters of explanation) will be provided for Builder's review. If Buyer is unable to obtain a loan commitment due to Buyer's own intentional acts (or lack of cooperation with any lender), then Buyer shall be in default hereunder. Buyer shall also be in default if the Mortgage Loan is subsequently disapproved for any reason, including but not limited to, an adverse change in Buyer's financial or employment status, an adverse change in Buyer's creditworthiness, or relocation by the Buyer. Upon return of all deposits, all parties hereto shall be released from all obligations under this Agreement.

**PRE-APPROVAL SERVICE:** Buyer acknowledges that Buyer has been given an opportunity to obtain a pre-approval at no charge to Buyer by participating in Builder's Complimentary Pre-approval Service ("the Service"). This service is

utilized to verify Buyer's ability to obtain an acceptable loan approval and final approval prior to the start of construction. Buyer acknowledges that the service is free to Buyer and reduces Builder's risk in this transaction.

Buyer acknowledges that a representative of Builder explained the Service to Buyer. Buyer acknowledges that, if Buyer decides to waive Buyer's right to the Service, Buyer will be required to pay more earnest money than Buyer would have if Buyer used the Service.

**Buyer Agrees to Utilize Service?** Yes:\_\_\_\_\_ No:\_\_\_\_\_ (Please Initial)

**Customer has home to sell?** Yes:\_\_\_\_\_ No: \_\_\_\_\_ (Please Initial)

If Yes, the following applies:

If the new home is completed and the customer's existing home has either not sold or has not closed, customer agrees to secure interim financing so as to close on the new home in accordance with this agreement. This agreement is not contingent on the sale of customer's current home.

5. **EARNEST MONEY:** Buyer is depositing \$\_\_\_\_\_ with Builder as earnest money evidencing good faith. If the sale is not closed due to failure to satisfy a contingency specified herein for a reason other than the fault of the Buyer, the earnest money shall be refunded to the Buyer. All monies paid to Builder will be applied towards down payment and credited to Buyer at closing but will be forfeited to Builder in the case of a default by Buyer.
6. **SELECTIONS:** The selections for the home are complete. Purchase Orders and materials have been finalized.
7. **WARRANTIES: RADON:** BUILDER MAKES NO REPRESENTATION OR WARRANTY AS TO THE PRESENCE OR LACK OF RADON OR HAZARDOUS ENVIRONMENTAL CONDITION, OR AS TO THE EFFECT OF RADON OR ANY SUCH CONDITION ON THE PREMISES OR RESIDENTS.

Buyer has been provided a sample warranty book and has read and understands the limited warranty administered by Residential Warranty Company, LLC. Validation of the Warranty is not guaranteed, but conditioned on the satisfactory completion of any required inspections, upon Seller's compliance with all of RWC's enrollment procedures, and upon Seller remaining in good standing in the RWC Program. Buyer understands and agrees that if the above Warranty is validated, it is provided by the Seller in lieu of all other warranties, verbal agreements, or representations to the extent permitted by law; and Seller makes no warranty, express or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the Program or as required by law. Buyer understands and agrees that the warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Buyer, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which may arise from or out of any and all defects. Buyer acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

BUYER:\_\_\_\_\_

BUYER: \_\_\_\_\_

8. **INSULATION:** The home is insulated as follows:

INSULATION: The home's finished living areas have been or will be insulated as follows:

Location	Type	Thickness	Value per Manufacturer
Exterior Framed walls	Fiberglass Batts	6-1/4"	R-19
Integrity Series ONLY-Exterior Framed walls	Fiberglass Batts	3-1/2"	R-13
Ceilings with attic space above	Fiberglass Blown-in	13"	R-30
Vaulted ceilings	Fiberglass Batts	12"	R-30
Rim Joists	Fiberglass Batts	3 1/2"	R-13
Cantilevered Floors	Fiberglass Batts	12"	R-30

This disclosure is made in accordance with Federal Trade Commission Regulation 16 CFR 460.16.

9. **PRORATIONS:** Except as stated in contrary herein, items normally prorated in real estate transactions, shall be adjusted to the date of closing.
10. **TAXES AND ASSESSMENTS:** Current real estate taxes, except special assessments, shall be prorated to the date of closing and shall be deemed to cover the \_\_\_\_\_ **Tax year** in which they become due and payable. Taxes shall be

deemed due and payable as follows: Winter taxes-December 1st; Summer taxes-July 1st or August 1st. Any remaining balance of any special assessment (including but not limited to assessments arising from a sewer, water or lighting assessment district) which is assumable by a buyer and payable in one or more subsequent periods, shall be the responsibility of the buyer unless otherwise agreed to the contrary in writing by the Builder.

- 11. TITLE EVIDENCE:** As evidence of marketable title, Builder will provide without expense to Buyer an Owner's Policy of Title Insurance, subject to the standard exceptions, existing building and use restrictions, easements and limitations, including a policy commitment at or prior to closing for the value of the lot. If it is determined that the title is not marketable, Builder will have 30 days after receiving written notice from Buyer to remedy the claimed defect(s). If Builder is unable to cure the defect(s) within 30 days, Buyer's deposit will be refunded in full, and this Agreement shall be terminated unless Buyer waives contingency and agrees to accept title with the defect(s) on title. The Seller will provide an owner's title insurance policy for the value of the lot, issued at occupancy.
- 12. APPRAISAL:** As a result of the Home Valuation Code of Conduct and regulatory pressures on mortgage lenders, Buyer agrees to cooperate fully in order to facilitate a timely closing in the event an appraisal less than the total contract price is received by the Buyer's mortgage lender. This includes, but is not limited to cooperation with appraisal appeals, the pursuit of alternate loan programs, and/or the utilization of alternate mortgage lenders. Buyer understands that the ability to include Seller Paid Closing Costs and/or certain selected options in the contract is contingent on the receipt of a supporting appraisal. In order to work within the mortgage lender's appraisal, Builder reserves the right to remove Seller Paid Closing Costs and/or selected options from the contract by reducing the total Contract Price by the amount of the aforementioned Seller Paid Costs and/or selected options. Should the Seller Paid Costs be reduced, Buyer shall assume all responsibility for the payment of Buyer's costs at closing. Builder agrees to abate any delayed closing fees during an appraisal appeal and reserves the right to cancel this agreement without further obligation should Builder deem, in its reasonable discretion, that reaching a timely closing is unlikely. In such instance, Builder will refund all Earnest Money, less any costs incurred to regain clear title to the Home and any credit repair if applicable, to the Buyer. Builder may require Buyer's lender to obtain an acceptable appraisal prior to the commencement of construction and Buyer agrees to take all necessary loan application steps in order to accommodate this requirement. Should the Buyer elect to keep all options and/or wish to pay the difference in pricing in the event of a short appraisal, such funds must be paid to Builder prior to the commencement of construction.
- 13. CLOSING AND TITLE INSURANCE:** Buyer shall not occupy the Lot or Home until the Builder has been paid in full. Occupancy or use of Home by Buyer constitutes acceptance of the Home and shall be deemed to be substantial completion. Cost of any unfinished work shall be placed in escrow until such work is complete. If Builder determines that it is not possible or prudent to acquire title to the Lot or to construct a Residence on the Lot, whether for regulatory, legal, contractual or other reasons, all in the reasonable discretion of Builder, Buyer's deposit shall be refunded in full, this Agreement shall be terminated, Builder and Buyer shall execute a Mutual Release, and Builder shall have no further obligation to Buyer. Prior to Occupancy, Seller will provide a Certificate of Occupancy from the governing municipal building department. All construction will meet or exceed building standards as adopted by the National Home Builders Association for Quality Construction. Buyer shall take possession at closing. Closing will be held at Devon Title Agency. **Builder will provide Buyer with a fourteen (14) day notice prior to the Closing Date. Buyer shall close this transaction by the later of thirty (30) days of signed purchase agreement or on or before Closing Date. If Buyer Fails to close within specified time frame, Buyer shall be in Default of this agreement, and, in addition to the penalties of Default, Buyer agrees to pay Builder a daily Delayed Closing Fee of \$75.00, immediately due and payable, to compensate Builder for carry costs. Builder will not authorize nor guarantee any mortgage rate lock costs, points, or lender fees. All mortgage rate locks are the responsibility of Buyer.**
- 14. UTILITIES:** By the day of closing, Buyer shall have transferred to Buyer's name all utilities serving the Home. Thereafter, Buyer is responsible for all utility costs incurred in connection with the improvements on the Real Estate. Further, if Buyer does not transfer any such utility, Builder reserves the right to disconnect such utility on the day after closing.

**WELL AND SEPTIC:** Some Lots may require installation of individual on-site septic systems and/or wells. Where these systems are required, Builder agrees to install the items in accordance with all local and statutory requirements. Well water may contain elevated levels of natural elements and minerals; therefore, Buyer may consider installation of water treatment device(s). Wells will be installed to provide volume for domestic water to the homes. Wells are not designed to provide the required flow for underground irrigation systems; however, an upgrade may be available at the selections appointment, should Buyer desire to utilize the well for both domestic and underground irrigation use. Septic system(s) are designed based on Lot specific soil quality and topography; therefore, the design and location of drain fields can vary widely from Lot to Lot. The final grade near the drain field will change the existing topography of the Lot. Builder

reserves the right to cancel this agreement should Builder find hardship in meeting the local and statutory requirements for these systems.

Well: \_\_\_\_\_ YES \_\_\_\_\_ NO (Please initial) Septic: \_\_\_\_\_ YES \_\_\_\_\_ NO (Please initial)

- 15. PLANS, SPECIFICATIONS AND FINAL SELECTION SHEET.** The Home shall be constructed in approximate conformity with the plans, specifications, selection sheets A and B, Layout Sheets and Selection Summary, all of which are on file with Builder. Buyer understands and agrees that Builder owns the architectural plans for the Home. The architectural plans are not for sale and will not be provided to Buyer.
- 16. LOCATION AND BOUNDARIES:** Buyer may at Buyer's expense have the property surveyed or take such other action as Buyer deems necessary to satisfy Buyer as to the location of the improvements on the boundaries of the Lot. When closing occurs, Buyer shall be deemed to have accepted the location of such improvements on, and the boundaries of, the property. Various stakes and markers exist on the lot and at or near property corners. The Buyer agrees not to rely on these markers for purposes of improvements such as fences, landscaping, decks, etc. The Buyer also agrees that any representation from Allen Edwin regarding lot boundaries is approximate. If the Buyer desires accurate lot boundary identification, the Buyer should hire a licensed surveyor to stake the lot and provide a boundary survey certified to the Buyer.
- 17. CASUALTY:** In the event that, on or before the closing date, any buildings or other improvements on the property shall be damaged by fire, storm or other casualty, and the cost to repair same is in excess of 10% of the Total Contract Price, either party shall have the right to rescind this Agreement by written notice to the other party within seven (7) days after receiving notice of such casualty, and the Buyer shall be entitled to a refund of any earnest money.
- 18. DEFAULT:** If Buyer defaults, Builder may enforce this contract, or may declare Buyer's right to purchase terminated, keep the deposit, and pursue its legal remedies. Buyer hereby acknowledges and agrees that default by Buyer will cause Builder to incur damages, which may be difficult to precisely determine. In the event that Buyer defaults, all sums paid by Buyer in connection with this Agreement including Earnest Money, additional Earnest Money and any other monies paid to Builder shall be forfeited to Builder. In addition, Buyer agrees to pay the sum of \$5,000.00 to Builder as liquidated damages and not as a penalty, along with reasonable attorney fees incurred by Builder as a result of such default or, Builder, at its option shall be entitled to recover its actual damages and reasonable attorney fees incurred by Builder as a result of Buyer's default. If Builder defaults, Buyer's sole remedy shall be to the return of the earnest money.
- 19. COUNTERPARTS:** This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon same instrument.
- 20. CHANGES IN WORK OR CONTRACT:** Builder shall not be obligated to make any changes and/or alterations in the work and/or materials, and Buyer shall not be obligated to pay, except upon written change orders signed by Buyer and Builder. Oral changes will not be accepted. No modifications of this Agreement shall be binding unless in writing and signed by the Parties. Notwithstanding the foregoing, Builder reserves the right to revise plans, designs, included features, and specifications without notice or obligation. Furthermore, materials or products of similar quality (in Builder's sole determination) may be substituted as a result of changes in municipal requirements, supplier or labor cost or availability, or for any other reason determined by Builder. This Agreement shall not be assigned by Buyer without written consent of Builder.
- 21. DISPUTES:** Any claim or demand of either party arising out of this Agreement, including without limitation, claims of fraud, misrepresentation, warranty, workmanship or negligence, shall be submitted to binding arbitration. The parties shall attempt to agree on a mutually agreeable independent arbitrator. If the parties are unable to mutually agree on an arbitrator, an arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, Home Construction Arbitration Rules and Mediation Procedures. A Circuit Court judgment may render judgment upon the award made pursuant to this Agreement. This Agreement is specifically made subject to and incorporates the provisions of the Uniform Arbitration Act, MCL 691.1681. The parties agree that this paragraph is intended to be an alternative dispute resolution provision under the terms of the Michigan Occupational Code, MCL 339.2411 and MCL 339.2412. The cost of such arbitration shall be divided equally between both parties.

Unless specifically agreed in writing by the parties, in the event that a dispute arises with respect to a delay in completion of construction or a Certificate of Occupancy, and in the further event that an arbitrator or court determines that any such delay constitutes a default under this Addendum or any agreement to which it relates, the Buyer's sole and exclusive remedy shall be the right to recover interest on the amount deposited by Buyer computed at the rate of seven



percent (7%) per annum and covering the period from the required completion date to the date of actual completion of construction. In no event shall delay in completion give rise to a right to rescind, or permit termination of this agreement. In no event shall Allen Edwin have any responsibility or liability for any commitments between the Buyer and any Lender for items such as interest rates or rate lock periods. Legal actions to enforce the rights granted by promissory notes, mortgages, and grants of easement are excluded from binding arbitration.

- 22. TIME DELAYS:** Builder shall not be responsible for delays in completion of work resulting from: the acts, neglect or default of Buyer or persons employed by Buyer; delays resulting from damage by fire, windstorm, rain days, other inclement weather, acts of God or casualty; delays from shortage of any building materials; delays caused by processes for courts or other circumstances beyond the Builder's control. If Buyer is to provide or select any work or materials necessary for the completion of this project, it shall be done in a timely fashion and any loss occasioned by Buyer's failure to so comply shall be reimbursed to Builder.
- 23. INSPECTION:** Builder shall permit and facilitate inspection of the work at reasonable times by Buyer and public authorities. Buyer acknowledges that Buyer has been informed by Builder that a construction site is a dangerous area. Buyer shall notify Builder prior to entering the construction site.
- 24. LICENSE:** A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 266 of the Public Acts of 1929 as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws.
- 25. WORK STOPPAGE OR PAYMENT DEFAULT:** If the work of Builder shall be stopped under any Court Order, governmental order or for any reason outside Builder's control, for a period of thirty (30) days through no act or fault of the Builder, his employees or agents, then the Builder may stop work or terminate this Agreement.
- 26. SUPERVISION OF WORK:** Buyer agrees that the direction and supervision of the workers, including subcontractors, rests exclusively with the Builder. The Buyer further agrees not to negotiate for additional work with the Builder's sub-contractors or to engage with builders or sub-contractors for work on this project, except with the Builder's consent.
- 27. PUNCH LISTS:** Buyer acknowledges that when the final punch list has been submitted all items on the final punch list will be completed to model home quality, accepted national building standards, and local building code.
- 28. COOPERATION:** If Buyer fails to reasonably cooperate with Builder in any way, Buyer's failure to cooperate shall be deemed a default, and Builder shall have the right to terminate the Agreement three (3) days after notice to Buyer.
- 29. BINDING:** This Agreement shall be binding upon and take effect to the benefit of the parties hereto and their respective successors, heirs, assign, executors, administrators and personal representatives.
- 30. UNITS IN CONDOMINIUM PROJECTS:** (In the event of any inconsistency between this Paragraph 30 and other provisions of this Agreement, Paragraph 30 controls)

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

**30a. ESCROW PROVISIONS:** All sums received by the Builder from Buyer pursuant to this Agreement required to be placed in escrow shall be deposited with Devon Title, 3250 W. Centre St., Portage, Michigan 49024, as Escrow Agent acting by and through its representatives (or such other Escrow Agent qualified to serve as such under the Act as may be later substituted by the Builder in such capacity), under an Escrow Agreement between the Builder and such Company which is part of the Purchase Agreement and is incorporated herein by reference, the terms of which are accepted by Buyer who agrees to be bound thereby as though a party to the agreement. In the event of Buyer's withdrawal from this Agreement prior to the date on which it becomes a binding Purchase Agreement, the funds shall be returned to Buyer within three (3) business days after written notification of such withdrawal has been received by the Escrow Agent, and all rights and liabilities of the Buyer and Builder under this Agreement shall wholly cease and terminate. After expiration of the withdrawal period, the Builder shall retain sufficient funds in escrow (or provide sufficient security) to assure completion of only those uncompleted structures and improvements which are labeled "must be built" under the terms of the condominium documents.

**30b. CANCELLATION RIGHTS OF BUYER:** Unless the Buyer waives the right of withdrawal, this Agreement shall not become binding and the Buyer may withdraw without cause and without penalty if such withdrawal is made before conveyance of the Unit and within nine (9) business days after receipt by the Buyer of a copy of the recorded Master Deed and other documents required by Section 84a of the Condominium Act. If the Buyer does not withdraw as

provided above, this Agreement shall become binding upon him/her at the expiration of nine (9) business days following receipt by the Buyer of the documents specified above (including the day on which the documents are received if that day is a business day).

**30c. ARBITRATION:** At the exclusive option of the Buyer, any claim which might be the subject of a civil action against the Builder which involves an amount less than \$2,500.00, and arises out of or relates to this Purchase Agreement or the Unit or project to which this Agreement relates, shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a circuit court of appropriate jurisdiction.

**31. FINAL AGREEMENT:** This Agreement expresses all agreements between the parties concerning the subject matter hereof and supersedes all previous understandings relating thereto, whether oral or written.

**32. REAL ESTATE BROKERS:**

\_\_\_\_The Buyer and Builder warrant and represent to the other that no agreement exists, and no acts or undertakings have taken place, creating or which could create, any obligation to any real estate broker in this transaction, and each party shall indemnify and hold the other party harmless from any and all claims for real estate commissions caused by actions of the party in question.

\_\_\_\_A sales commission equal to \_\_\_\_% of the Final Sales Price (Excluding: Closing Costs, Pre-Paid, and Down Payment Assistance) will be paid to the listed real estate broker. Real estate broker has signed Builder 'BROKER COMMISSION AGREEMENT' and Buyer acknowledges listed Realtor is their sole representative in the transaction.

Broker Name: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone #: Work \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_A sales commission equal to \_\_\_\_% of the Final Sales Price (Excluding: Closing Costs, Pre-Paid, and Down Payment Assistance) will be paid to the listed real estate broker. Real estate broker has signed Builder 'BROKER COMMISSION AGREEMENT' and Buyer acknowledges listed Realtor is their sole representative in the transaction.

Broker Name: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
License #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone #: Work \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_

**33. RECEIPT OF PLAT RESTRICTIONS OR CONDOMINIUM PURCHASER INFORMATION BOOK:** Buyer acknowledges that a copy of the plat restrictions or condominium purchaser information book (whichever is applicable) was received for lot # \_\_\_\_\_ of \_\_\_\_\_.

**34. PERIODIC HOMEOWNER ASSOCIATION OBLIGATIONS:** Buyer understands that most Lots are governed by homeowner associations which impose dues or fees for various services provided to homeowners. It is Buyer's responsibility to ascertain current levels of dues and fees. Buyer also acknowledges that in most cases such dues and fees increase from time to time and that it is Buyer's responsibility to evaluate the impact such increases may have in the future.

**35. ELECTRONIC TRANSMISSION OF DOCUMENTS.** You have agreed to receive the Purchase Agreement and accompanying addenda, and the various disclosures required under the Michigan Condominium Act, electronically. The Uniform electronic Transactions Act may require various consents and assurances with respect to the use of electronic records, disclosures and signatures. To assure compliance with any such requirements we ask that you initial each of the following:

\_\_\_\_\_ I/We have agreed to receive the Purchase Agreement and accompanying addenda  
\_\_\_\_\_ and the Purchaser Information Booklet by electronic transmission

\_\_\_\_\_ I/We understand that this consent to electronic transmission may be revoked at  
\_\_\_\_\_ any time.

**35. NEW HOME ORIENTATION.** Buyer will be provided with a New Home Orientation by an Allen Edwin Homes Representative and will sign a punch list prior to closing.

We have read this Agreement carefully before signing and hereby acknowledge receipt of a copy thereof.

Builder:	Allen Edwin Home Builders, LLC	Buyer:_____
By:	_____	Buyer:_____
Date:	_____	Date:_____



# ***THE CONDOMINIUM BUYER'S HANDBOOK***

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).  
This edition includes Public Act 134 of 2013 amendments.

## **PREFACE**

**The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.**

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: [www.michigan.gov/condo](http://www.michigan.gov/condo)

**NOTE:** A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

## **CONDOMINIUM OWNERSHIP**

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

## **READ THE BYLAWS**

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

## **PRELIMINARY RESERVATION AGREEMENTS**

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

## **PURCHASE AGREEMENTS**

**A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days** as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

### **Some issues to consider before buying include the following:**

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

## **DOCUMENTS THE DEVELOPER MUST PROVIDE**

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
  - The developer's previous experience with condominium projects.
  - Any warranties undertaken by the developer.
  - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
  - An itemization of the association's budget.

## **ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)**

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must



provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

### **DOCUMENTS THE ASSOCIATION MUST PROVIDE**

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than \$20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

### **SITE CONDOMINIUMS**

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

### **LIMITED OR GENERAL COMMON ELEMENTS**

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

### **ADVISORY COMMITTEE**

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

### **ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS**

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

### **CONDOMINIUM DOCUMENTS**

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

### **AMENDMENTS TO CONDOMINIUM DOCUMENTS**

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

### **REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT**

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Corporations, Securities and Commercial Licensing  
Enforcement Division  
P. O. Box 30018  
Lansing, MI 48909  
Phone: (517) 241-9202  
[www.michigan.gov/lara](http://www.michigan.gov/lara)

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General  
Consumer Protection Division  
P. O. Box 30213-7713  
Lansing, MI 48909  
Phone: (517) 373-1140  
[www.michigan.gov/ag](http://www.michigan.gov/ag)

#### **LEGAL REFERENCES**

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.  
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.  
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.  
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.  
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.