

**MASTER DEED
MILAN COMMONS**
(Act 229, Public Acts of 1963, as amended)

This Master Deed is made and executed on this 11th day of February, 1972, by Fruehauf/Thompson-Brown Housing, a Michigan joint venture, hereinafter referred to as "Developer," whose office is situated at 32823 W. 12 Mile Road, Farmington, Michigan, represented herein by its co-venturers who are fully empowered and qualified to act on behalf of the joint venture, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

W I T N E S S E T H :

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Milan Commons as a condominium project under the Act and does declare that Milan Commons (hereinafter referred to as the "Condominium" or the "Condominium Project"), shall, after such 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, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Milan Commons, Monroe County Condominium Subdivision Plan No. _____. The architectural plans for the project were approved by the City of Milan, State of Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

Commencing at the W 1/4 corner of Section 2, T5S, R6E, Milan Township, Monroe County, Michigan; thence S 88° 58' E 33.00 feet along the E & W 1/4 line of said Section 2 and the center line of Redman Street; thence N 0° 15' E 1,278.13 feet parallel with the west line of said Section 2 and along the easterly line of Platt Road and the westerly line of Lot 161 Assessor's Plat of the Village of Milan as recorded in Liber 7 on Pages 48 through 50 of Monroe County Records, Monroe County, Michigan; thence S 88° 58' E 27.00 feet; thence N 0° 15' E 420.78 feet along the easterly line of Platt Road for a place of beginning; thence continuing N 0° 15' E 225.00 feet; thence S 88° 58' E 503.00 feet; thence S 0° 15' W 135.00 feet; thence N 88° 58' W 90.00 feet; thence S 0° 15' W 90.00 feet; thence N 88° 58' W 413.00 feet to the place of beginning, being a part of said Lot 161, containing 2.41 acres of land more or less and being subject to easements or restrictions of record, if any.

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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 limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Milan Commons Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Milan Commons, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.

(b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

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

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Milan Commons as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Monroe County Register of Deeds, shall supersede all previously recorded Master Deeds for Milan Commons.

(f) "Apartment," "townhouse" or "unit" each mean the enclosed space constituting a single complete residential unit in Milan Commons as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project," "Condominium" or "Project" means Milan Commons as an approved Condominium Project established in conformity with the provisions of the Act.

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

(j) "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 Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Milan Commons as described above.

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

(m) "Developer" shall mean Fruehauf/Thompson-Brown Housing, which has made and executed this Master Deed, and its successors and assigns.

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

ARTICLE V

USE 619 PAGE 235

APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Milan Commons as surveyed by Midwestern Consulting, Inc. and attached hereto as Exhibit "B." Each apartment shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines.

B. The percentage of value assigned to each apartment is set forth in subparagraph C below. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VII hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	3.9894
2	3.1635
3	3.1635
4	3.1635
5	3.9893
6	3.1635
7	3.1635
8	3.9893
9	3.9893
10	3.1635
11	3.1635
12	3.9893
13	3.1635
14	3.1635
15	3.9893
16	3.9894
17	3.1635
18	3.1635
19	3.9894
20	3.1635
21	3.1635
22	3.9894
23	3.1635
24	3.1635
25	3.1635
26	3.1635
27	3.9894
28	3.1635
29	3.1635

ARTICLE VI

EASEMENTS

In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment

for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Milan Commons and consisting of 29 units is intended to be the first stage of a multi-stage project to contain in its entirety a maximum of 200 apartments. Developer owns or is interested in certain additional land described as follows:

Commencing at the W 1/4 corner of Section 2, T5S, R6E, Milan Township, Monroe County, Michigan; thence S 88° 58' E 33.00 feet along the E & W 1/4 line of said Section 2 and the center line of Redman Street; thence N 0° 15' E 1,278.13 feet parallel with the west line of said Section 2 and along the easterly line of Platt Road and the westerly line of Lot 161 of Assessor's Plat of the Village of Milan as recorded in Liber 7 on Pages 48 through 50 of Monroe County Records, Monroe County, Michigan; thence S 88° 58' E 27.00 feet for a place of beginning; thence N 0° 15' E 645.78 feet along the easterly line of Platt Road; thence S 88° 58' E 1,144.50 feet; thence N 0° 01' E 64.01 feet; thence S 76° 12' 40" E 95.45 feet along the southerly line of Canfield Road and the northerly line of said Lot 161; thence S 76° 23' 11" E 11.77 feet along the southerly line of Canfield Road and the northerly line of said Lot 161; thence S 0° 01' W 686.19 feet along the easterly line of said Lot 161; thence N 88° 58' W 1,251.29 feet to the place of beginning, being a part of Lot 161 of said Assessor's Plat of the Village of Milan, Monroe County, Michigan, containing 18.65 acres of land more or less and being subject to easements or restrictions of record, if any, excepting that portion described in Article II hercof.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1976, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this Condominium Project 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 in which the percentages of value set forth in Article V hercof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the project by such amendment. All of the co-owners and mortgagees of apartments 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 existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors 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 rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

RECREATIONAL AREA

Developer proposes to construct upon a portion of the land described in Article VII a community building and certain recreational facilities and amenities (hereinafter collectively called the "recreational area"). It is the intention of Developer to include the recreational area within the Condominium Project as a general common element upon or before the completion of the entire project of a maximum of 200 units as presently proposed. Developer shall not be obligated to construct such facilities or include the recreational area in the condominium project Milan Commons and appropriate provision for failure to do so has been made by Developer in the agreements with purchasers under which apartments in the condominium have been sold. Developer may, in its discretion, include the recreational area in the Condominium Project by appropriate amendment to this Master Deed at any time prior to the completion of the entire Condominium Project of a maximum of 200 units, and shall, upon inclusion of all 200 units, or thereabouts, in the Condominium Project, also include the recreational area within the Condominium Project. In any such amendment, Developer may reserve the right on behalf of itself, its successors and assigns as owners of any other multi-family residential unit owned by it, its successors or assigns, in the land area described in Article VII, to utilize said recreational area upon the payment of a proportionate share of the expenses of repair, maintenance, operation and replacement of the recreational area which share shall be determined by multiplying the expenses of repair, maintenance, operation and replacement thereof times a fraction, the numerator of which is the number of dwelling units existing in Milan Commons and the denominator of which is the total number of completed dwelling units existing in Milan Commons combined with the total number of other completed dwelling units entitled to use the recreational area. The expenses of repair, maintenance, operation and replacement shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, and supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said recreational area. All of the co-owners and mortgagees of apartments 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 are necessary in Developer's discretion, to effectuate the purposes of this Article VIII as the same may be approved by the Department of Commerce and all such persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents as are necessary to effectuate the purposes of the foregoing.

ARTICLE IX

EASEMENTS RETAINED BY DEVELOPER

Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcel described in Article VII or any portion or portions thereof, and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by Developer or its successors. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II or any portion or portions thereof and any other land contiguous to the condominium premises or to said land described in Article VII which may be now owned or hereafter acquired by Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises.

ARTICLE X

AMENDMENT

Except as provided in preceding Articles as set forth above, the Condominium Project shall not be vacated or revoked or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, revocation, or amendment by duly approved and recorded instruments; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner in the project.

WITNESS:

Nicholas Lubnik
Nicholas Lubnik

Richard F. Corace
Richard F. Corace

FRUEHAUF/THOMPSON-BROWN HOUSING
a Michigan joint venture, comprised of

FRUEHAUF CORPORATION

By: Roblee B. Martin
Roblee B. Martin
Vice President - General Manager

And:

THOMPSON-BROWN COMPANY

By: William W. Bowman
William W. Bowman
Executive Vice President

STATE OF MICHIGAN)
COUNTY OF Oakland) SS.

On this 11 day of February, 1972, the foregoing Master Deed was acknowledged before me by Roblee B. Martin, Vice President - General Manager, of FRUEHAUF CORPORATION, a Michigan corporation, and by William W. Bowman, Executive Vice President, of THOMPSON-BROWN COMPANY, a Michigan corporation, both on behalf of the joint venture.

Marie H. Goodspeed
Marie H. Goodspeed
Notary Public, Oakland County, Michigan
My Commission Expires: 2-19-72

MASTER DEED DRAFTED BY:

William T. Myers of
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
2700 Penobscot Building
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

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MONROE COUNTY REGISTRY

**EXHIBIT A
CONDOMINIUM BYLAWS
MILAN COMMONS**

LSE-619 PAGE 239

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

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

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

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

(c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an apartment in the condominium project 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 Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

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

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy thirty-five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts shall be open for inspection by the co-owners during reasonable working hours and income, expense and position statements shall be prepared at least annually by qualified accountants and distributed to each co-owner. The cost of such professional accounting assistance shall be an expense of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

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

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

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

(4) To rebuild improvements after casualty.

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

(6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

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

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

(b) 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) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article 1, 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.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

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

Section 6. The first annual meeting of the members of the Association may be convened only by Developer and may be called at any time after fifty (50%) in value and in number of all units in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in the condominium have been sold and the purchasers thereof qualified as members of the Association or December 31, 1976 whichever first occurs. Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws.

ARTICLE II

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project,

including a reasonable allowance for contingencies and reserves. 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. The requirement of establishing and furnishing a budget shall not apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with Article I, Section 6 hereof, inasmuch as it will be impossible to determine a budget in advance while the Condominium is expanding pursuant to the provisions therefor in the Master Deed. 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 and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$1,000 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 assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each apartment in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.

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

Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' 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 apartment. The Association may also 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 intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 6 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. However, Developer shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting of any assessments for deferred maintenance, reserves for replacements, for capital improvements, or other special assessments, except with respect to occupied units owned by it. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

ARTICLE III

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners 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, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. 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.

Section 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

(b) 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 maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, 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. Each co-owner, by ownership of an apartment 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 workmen's compensation insurance, if applicable, pertinent to the Condominium project, his apartment and the common elements appurtenant thereto 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.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

(b) If the condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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

Section 3. If the damage is only to a part of an apartment which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the co-owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof,

he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) 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 apartment 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.

ARTICLE VI

RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A Co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI, provided that approval of such lease transaction is obtained from the Association in the same manner required in sales transactions as specified in Section 13 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written consent of the Board of Directors and each co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property. The owners of any animals in the Condominium shall abide by all of the rules and regulations adopted by the Board of Directors regarding pets and animals.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his apartment or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches, hallways, stairs and lobbies shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, except with the written approval of the Board of Directors. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. A co-owner may not have more than one guest car parked overnight on the common elements unless approved in writing in advance by the Association. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than two (2) cars by a number of co-owners, the Association may temporarily or permanently prohibit the maintenance of more than two (2) cars by a co-owner or may construct additional parking facilities and assess those co-owners maintaining more than two (2) cars for the expense of such construction and use. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises.

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

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 11. 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 Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each apartment from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his apartment caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner may dispose of an apartment or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A co-owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and

shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such co-owner to the Association and to any purchaser or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) In the event a sale or lease transaction is consummated between a co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in subsections (a) and (b) of this Section 13 and such rights to disapprove and furnish a purchaser shall expire twenty (20) days after the directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first.

(d) This section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any apartment; nor shall this section apply to a subsequent sale by the holder of a first mortgage who has acquired title to an apartment by purchase at a sale pursuant to foreclosure of the first mortgage held by it on such apartment.

(e) Developer shall not be subject to this Section 13 in the sale or lease of any apartment following establishment of the Condominium. Developer shall have the right to lease any number of units in the Condominium project, in its discretion.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements.

Section 15. No unsightly condition shall be maintained upon any patio and only furniture and equipment consistent with ordinary patio use shall be permitted to remain there during seasons when patios are reasonably in use and no furniture or equipment of any kind shall be stored on patios during seasons when patios are not reasonably in use.

Section 16. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is 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 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as

defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, 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 Developer.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his apartment 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 Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment.

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

ARTICLE VIII

AMENDMENTS

Section 1. 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 or more in number of the members or by instrument in writing signed by them.

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these Bylaws as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the office of the Register of Deeds in the County where the condominium is located.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

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

ARTICLE X

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 XI

REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include without 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 which relief may be sought by the Association, or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any apartment, 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.

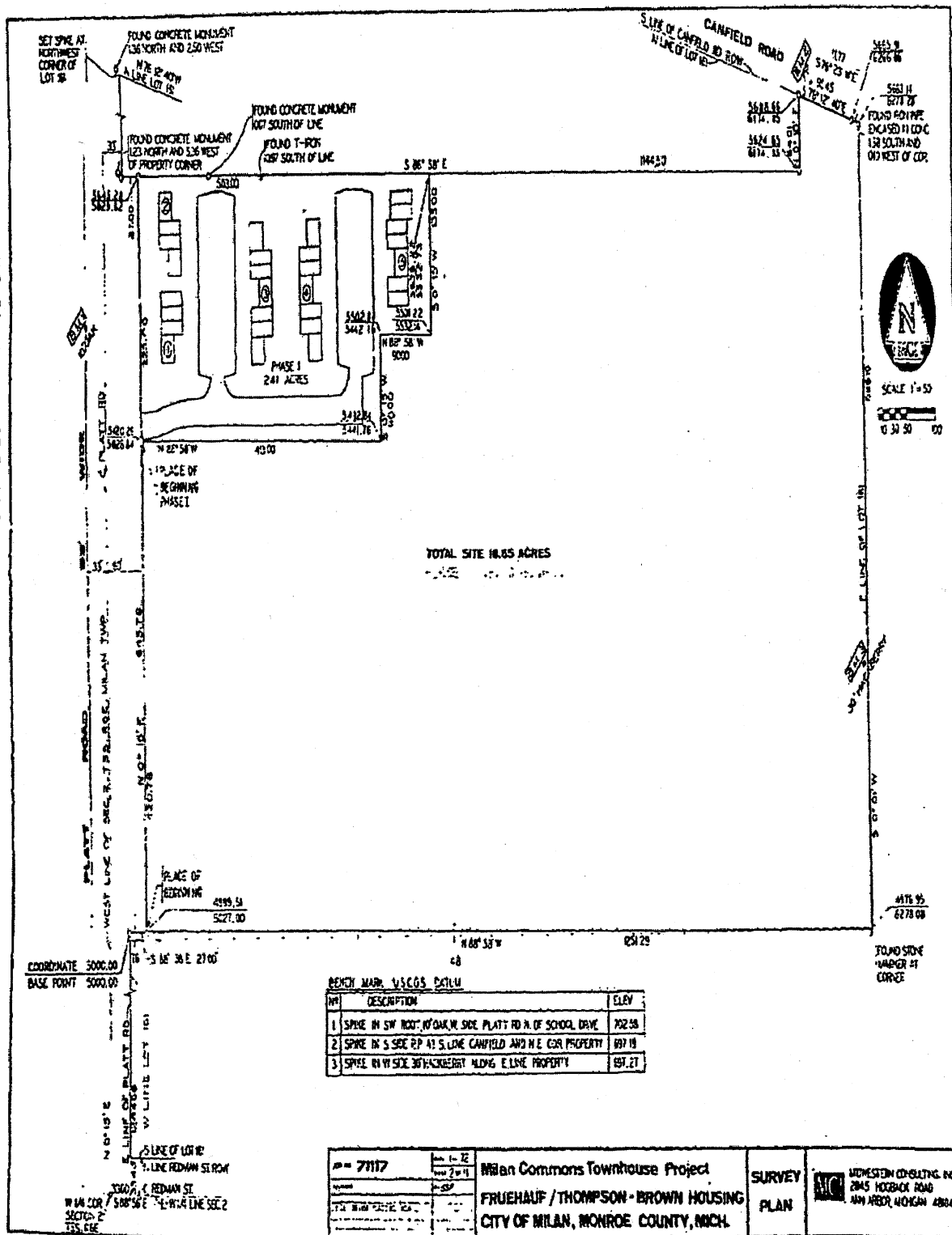
Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition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

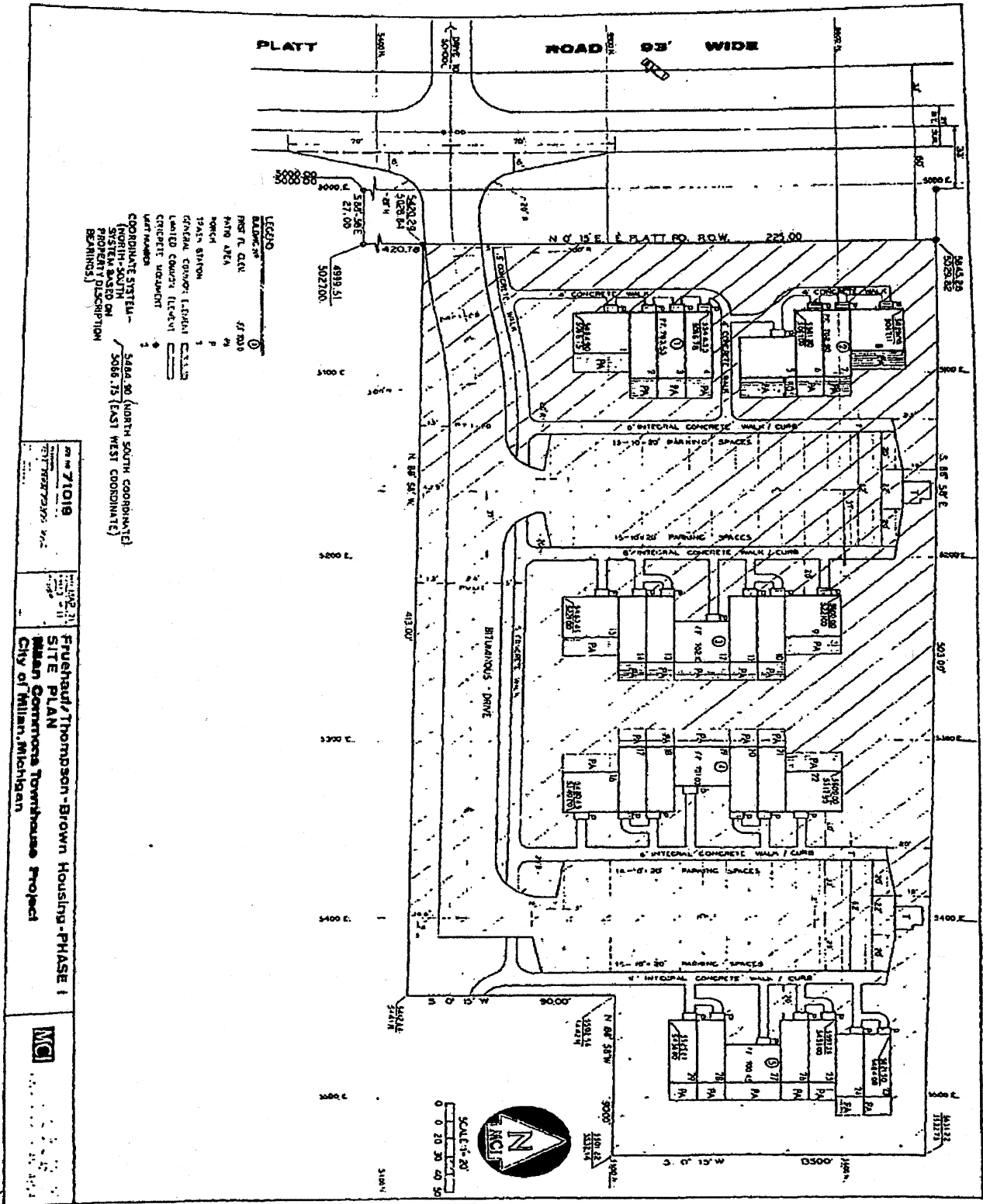
Section 3. All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute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

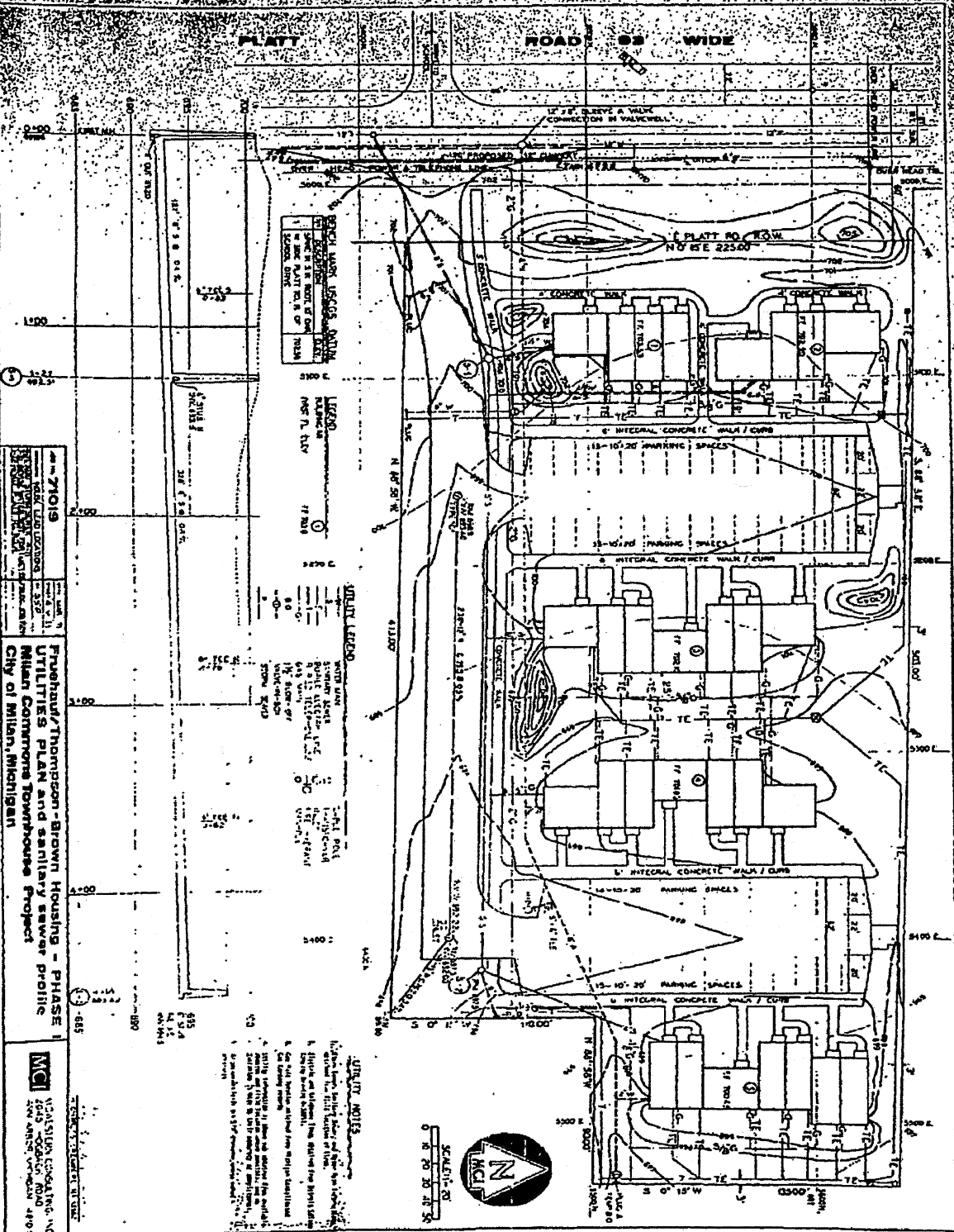
ARTICLE XII

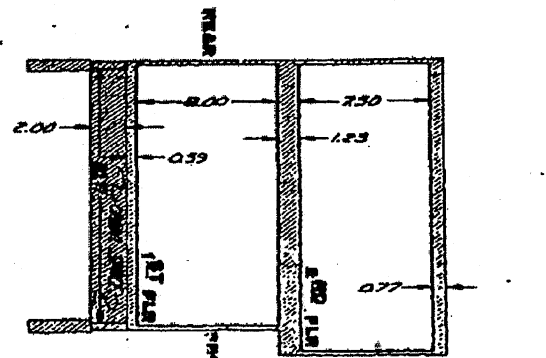
SEVERABILITY

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

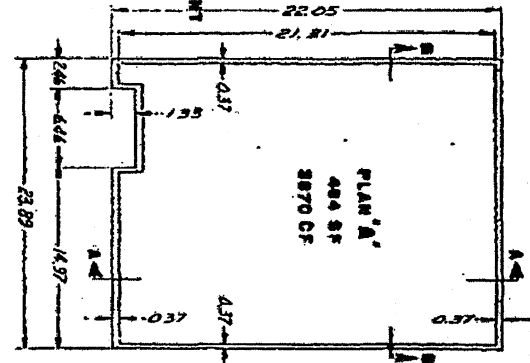




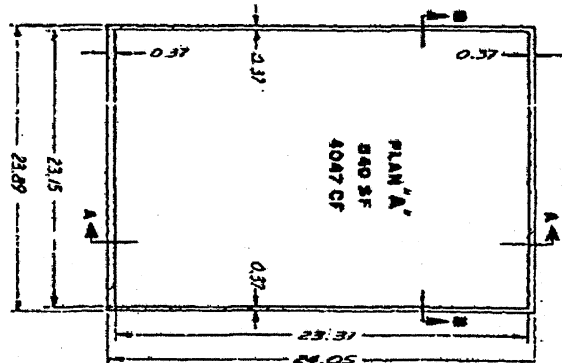




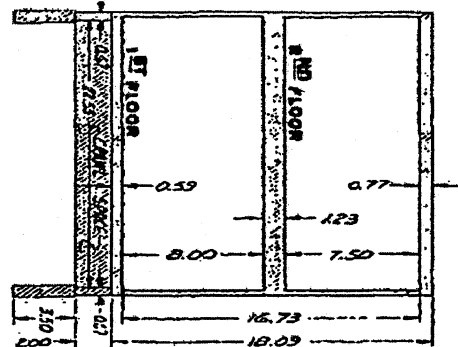
SECTION A-A



FIRST FLOOR PLAN



SECOND FLOOR PLAN



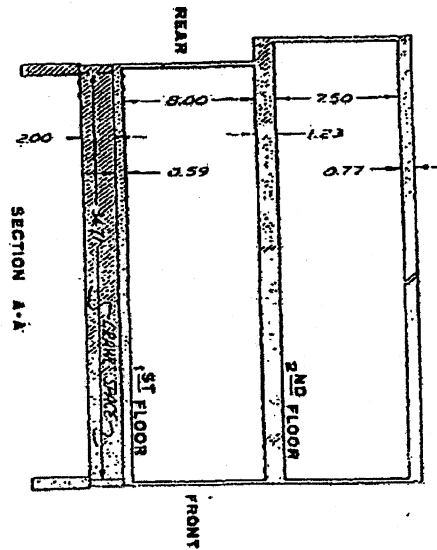
SECTION B-B

TYPICAL UNIT PLAN "A"

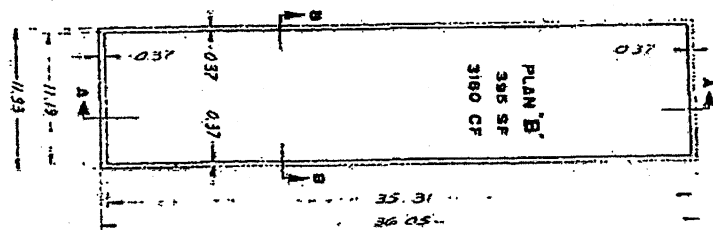
SCALE: 1/8" = 1'-0"

- LEGEND
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - UNIT LIMITS INSIDE WALLS

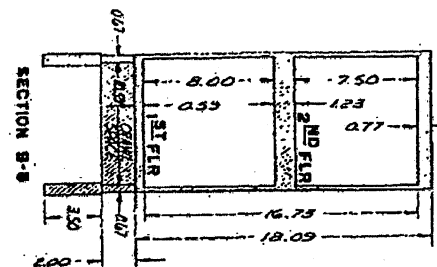
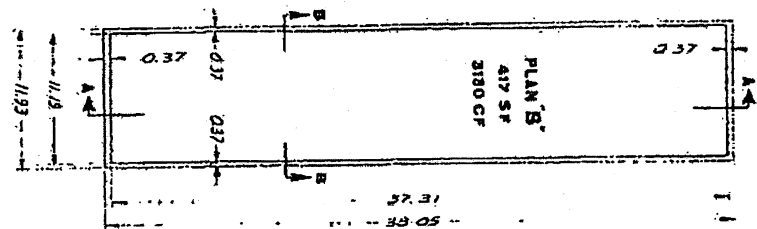
Doc No. 21117	Sheet 1 of 2
Project	Fruehauf/Thompson-Brown Housing
Unit	TYPICAL UNIT - PLAN "A"
Location	Monroe County, Michigan
City of Milan, Michigan	
Western Consulting, Inc.	2045 HOOVER ROAD
ANN ARBOR, MICHIGAN 48106	



FIRST FLOOR PLAN



SECOND FLOOR PLAN



TYPICAL UNIT PLAN 'B'



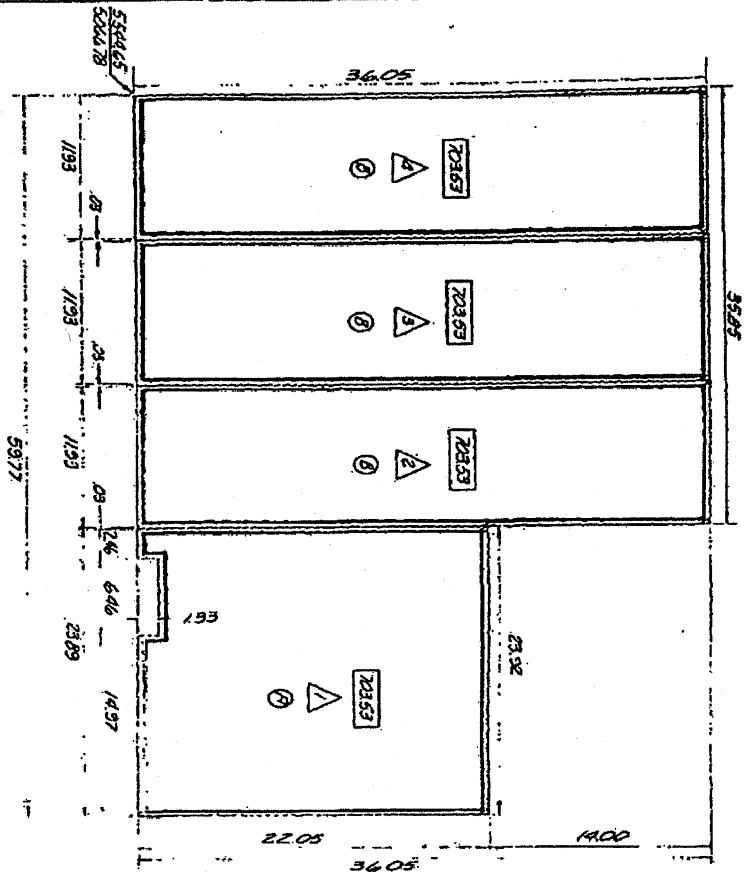
- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - UNIT LIMITS INSIDE WALLS

Job No.	71117
Sheet	1-2
Scale	1/8" = 1'-0"

Fruheault/Thompson-Brown Housing
 TYPICAL UNIT - PLAN 'B'
 Milan Commons Townhouse Project
 City of Milan, Michigan

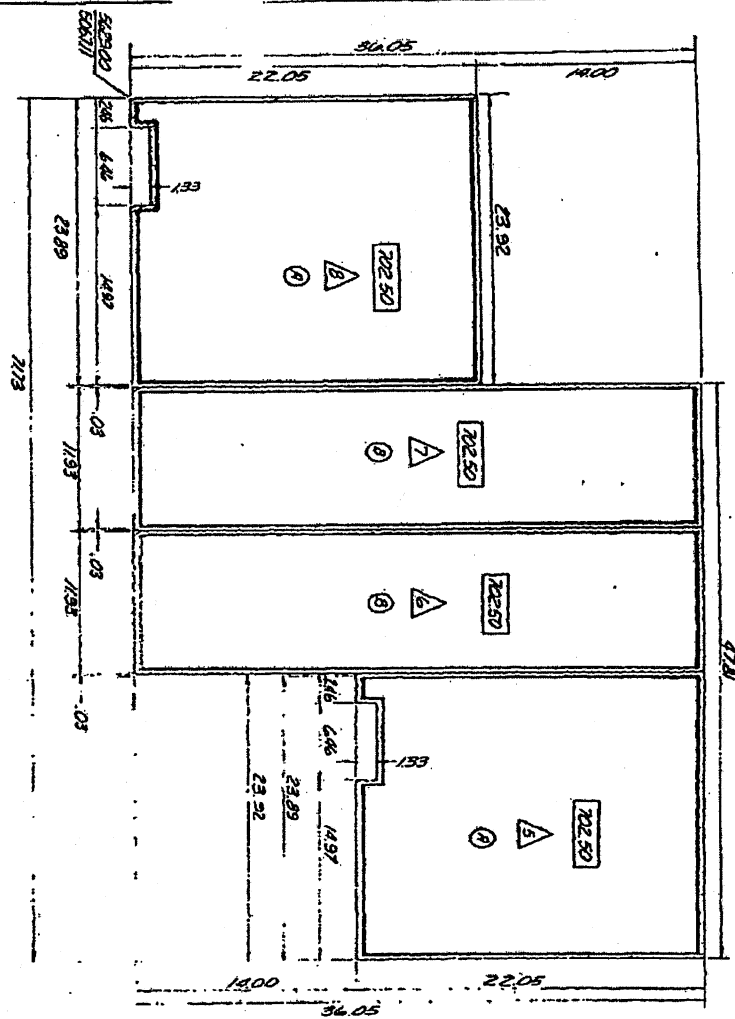


MONROE COUNTY CONSULTING, INC.
 2045 HOGBACK ROAD
 ANN ARBOR, MICHIGAN 48104



- LEGEND**
- GENERAL COMMON ELEMENT
 - UNITED COMMON ELEMENT
 - UNIT 1915 INSIDE ANGLES
 - USGS ELEVATION AT TOP OF FIRST FLOOR
 - UNIT 1915
 - UNIT 1915

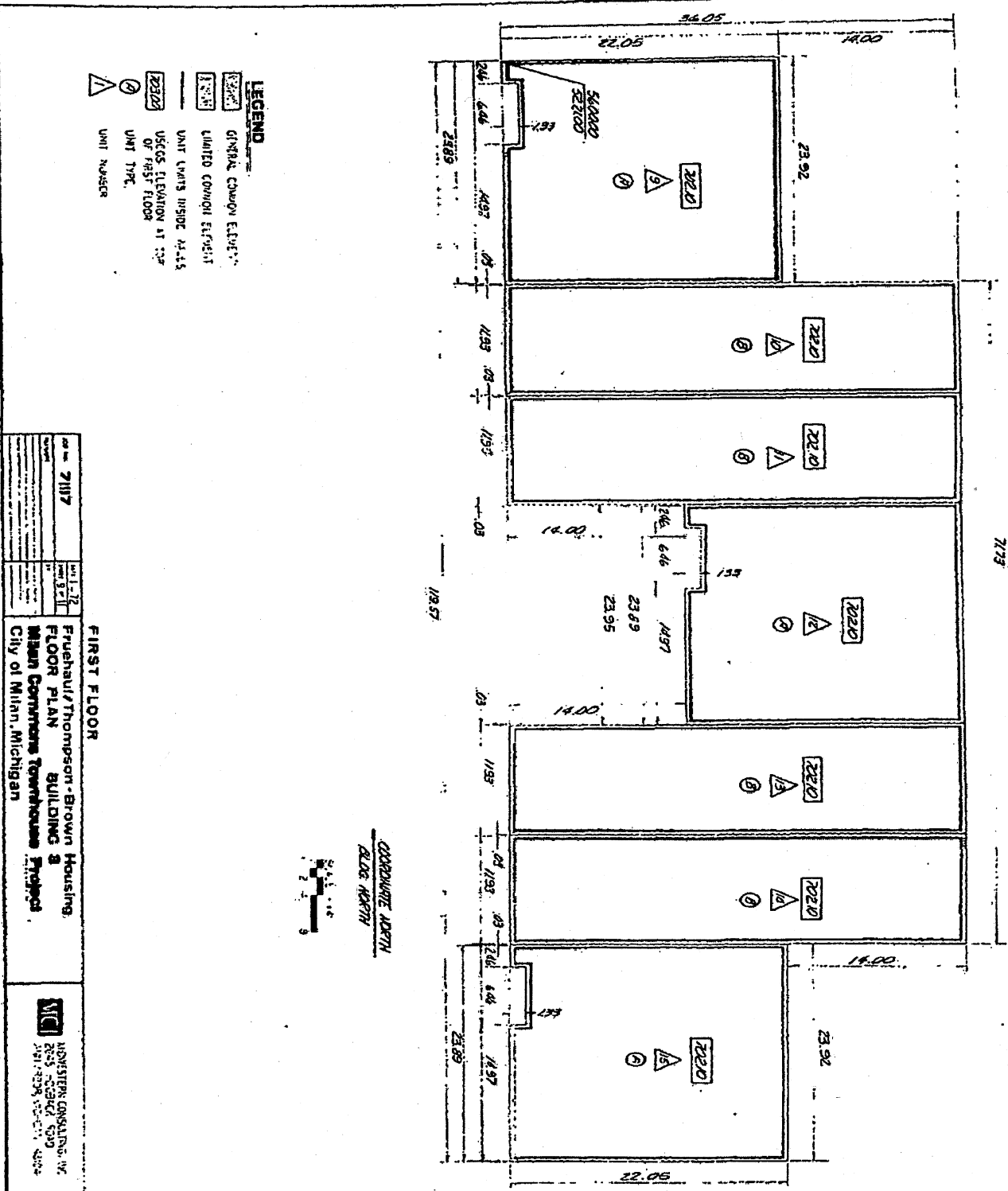
FIRST FLOOR	
7117	11-12
Fruehauf/Thompson-Brown Housing Building 1	
Milan Commons Townhouse Project	
City of Milan, Michigan	
MCI CONSULTING, INC. 2015 - 2021 / 2022 10000 W. 40th Ave.	

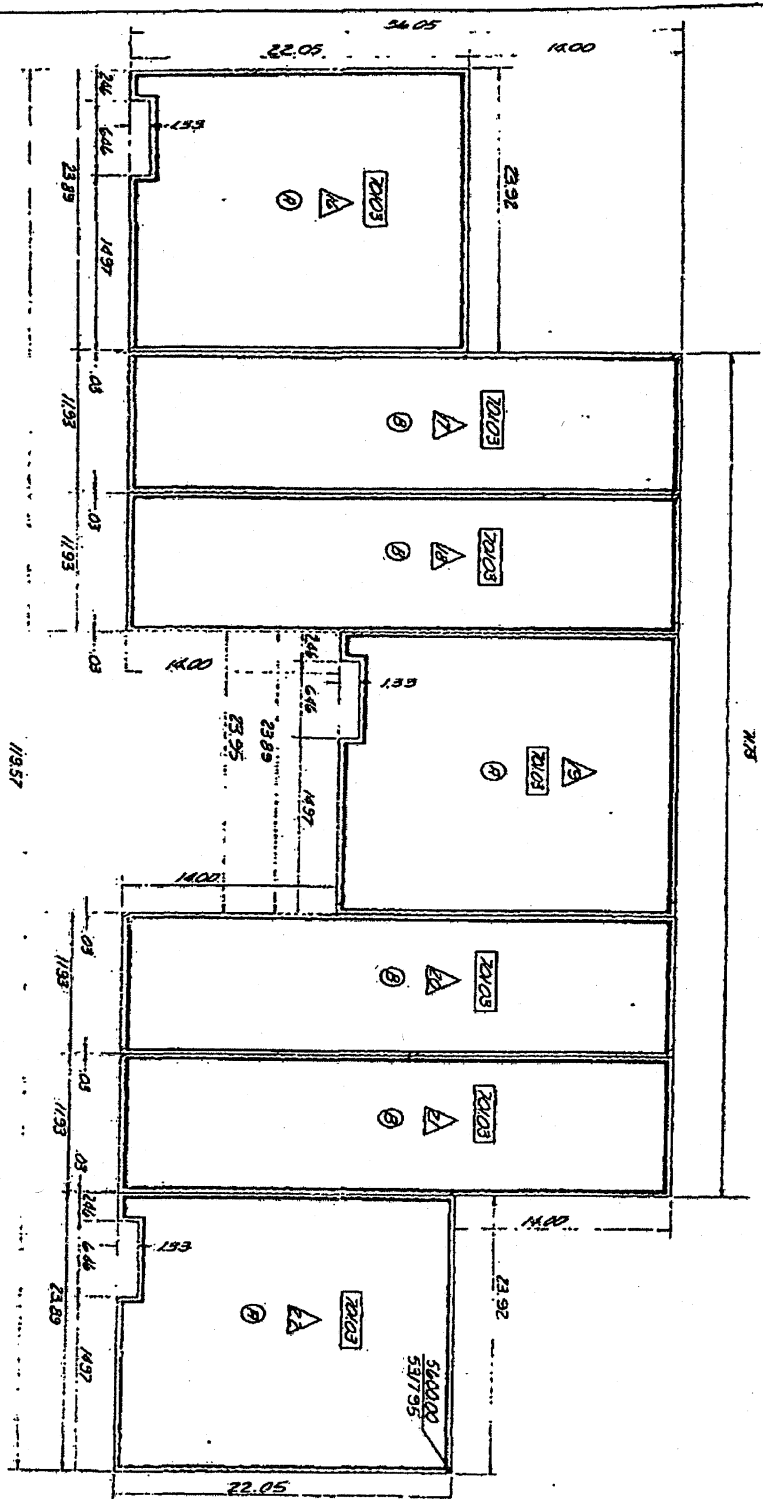


LEGEND

GENERAL COMMON ELEMENT
UNITED COMMON ELEMENT
UNIT LIMIT INSIDE WALLS
USGS ELEVATION 11 162
OR FIRST FLOOR
UNIT TYPE
UNIT NUMBER

70117	70117	70117
Friedland/Thompson-Brown Housing	Friedland/Thompson-Brown Housing	Friedland/Thompson-Brown Housing
FLOOR PLAN	FLOOR PLAN	FLOOR PLAN
Building 2	Building 2	Building 2
Michigan Commons Townhouse Project	Michigan Commons Townhouse Project	Michigan Commons Townhouse Project
City of Milan, Michigan	City of Milan, Michigan	City of Milan, Michigan
MC	MC	MC
10/15/2015	10/15/2015	10/15/2015
10/15/2015	10/15/2015	10/15/2015





COORDINATE NORTH
BY THE NUMBER

SCALE 1:24

LEGEND	
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	UNIT LIMITS INSIDE WALLS
	USCGS ELEVATION AT TOP
	OF REST ROOM
	UNIT TYPE
	UNIT NUMBER

FIRST FLOOR

2014	2017	Rate 1 - 12
2015		Rate 0 - 11
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		

Fruehauf/Thompson - Brown Housing
FLOOR PLAN BUILDING 4
Milan Commons Townhouses Project
City of Milan, Michigan



ADRIAN STEIN CONSULTING, INC.
2045 HOGBACK ROAD
ASTORIA, OREGON 97103



631 329

C E R T I F I C A T E

The undersigned hereby certifies that the attached
is a true and complete copy of the First Amendment to
the Master Deed of Milan Commons, a condominium
as recorded in Liber 619, Pages 231 through 240,
Monroe County Records, on October, 1972.

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

BY:

William T. Myers
William T. Myers

RECEIVED FOR RECORD
OCT 16 1 25 PM 1972
REGISTER OF DEEDS
MONROE COUNTY MISSISSIPPI

(b) The percentage of value assigned to each apartment.

RECEIVED FOR RECORD
OCT 16 1 25 PM 1972
REGISTER OF DEEDS
MONROE COUNTY MISSISSIPPI



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48913

RICHARD K. HELMBRECHT, Director

ORDER

CERTIFICATE OF APPROVAL OF AMENDED MASTER DEED

In re; Application of Fruehauf* Thompson-Brown Housing, a Michigan Joint Venture, 32823 W. 12 Mile Rd., Farmington, Michigan, Developer, for a Certificate of Approval of Amended Master Deed for MILAN COMMONS CONDOMINIUM, at Platt Rd. South of Canfield Rd., Milan, Michigan.

.....

1. Application having been duly made and examined,
2. A Certificate of Approval of the Amended Master Deed for the above condominium is hereby given to the Developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That all existing and future co-owners in the above condominium be supplied with copies of the Amended Master Deed.
 - b. That this order be recorded with the County Registry of Deeds at the same time as the Amended Master Deed itself is so recorded.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of the Amended Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

Dated: Sept. 15, 1972
Lansing, Michigan

By


Hugh H. Makens, Director
Corporation & Securities Bureau



FIRST AMENDMENT TO THE MASTER DEED
OF
MILAN COMMONS

Fruehauf/Thompson-Brown Housing, a Michigan Joint Venture, being the Developer of Milan Commons, a condominium project, established pursuant to the Master Deed thereof, recorded on May 5, 1972, in Liber 619, Pages 232 through 260, Monroe County Records, and known as Monroe County Condominium Subdivision Plan Number 1, hereby amends the Master deed of Milan Commons pursuant to the authority reserved in Article VII of said Master Deed for the purposes of enlarging the condominium project from 29 units to 65 units by the addition of land as described in Section 1 below, and reallocating percentages of value set forth in Article V of said Master Deed. Said Master Deed is amended in the following manner:

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

Commencing at the W 1/4 Corner of Section 2, T5S, R6E, Milan Township, Monroe County, Michigan; Thence S 88° 58' E 33.00 Feet along the E & W 1/4 Line of said Section 2 and the Center Line of Redman Street; Thence N 0° 15' E 1278.13 Feet Parallel with the West Line of said Section 2 and along the Easterly Line of Platt Road and the Westerly Line of Lot 161 of Assessor's Plat of the Village of Milan as Recorded in Liber 7 on Pages 48 Through 50 of Monroe County Records, Monroe County, Michigan; Thence S 88° 58' E 27.00 Feet; Thence N 0° 15' E 645.78 Feet along the Easterly Line of Platt Road Thence S 88° 58' E 503.00 Feet for a place of beginning: Thence Continuing S 88° 58' E 641.50 Feet; Thence N 0° 10' E 64.01 Feet; Thence S 76° 12' 40" E 95.45 Feet along the South Line of Canfield Road and the North Line of said Lot 161; Thence S 76° 23' 11" E 11.77 Feet; Thence S 0° 01' W 113.14 Feet along the East Line of said Lot 161; Thence S 90° 00' W 163.25 Feet; Thence S 43° 09' 09" W 109.66 Feet; Thence S 18° 26' 06" W 126.49 Feet; Thence S 51° 04' 21" W 167.11 Feet; Thence S 77° 00' 19" W 133.42 Feet; Thence N 63° 26' 06" W 245.97 Feet; Thence N 53° 09' 51" W 147.72 Feet; Thence S 88° 58' E 40.00 Feet; Thence N 0° 15' E 90.00 Feet; Thence S 88° 58' E 90.00 Feet; Thence N 0° 15' E 135.00 Feet to the place of beginning, being a part of said lot 161, containing 5.07 acres of land more or less and being subject to easements or restrictions of record, if any.

2. First Amended Article V of said Master Deed of Milan Commons as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Monroe County Register of Deeds of this Amendment and said Order, replace and supersede Article V of the Master Deed as originally recorded, and the originally recorded Article V shall be of no further force or effect.

FIRST AMENDED ARTICLE V OF THE MASTER DEED OF
MILAN COMMONS

ARTICLE V.

- C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

MONROE COUNTY REGISTER OF DEEDS

OCT 16 1 25 PM 1972
RECEIVED FOR RECORD

LEAD 631

2025

**Percentages
of Value
Assigned**

Apartment Number

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
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32
33
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62
63
64
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1. 54
1. 32
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1. 73
1. 50
1. 73
1. 73
1. 73

3. First Amended Sheets 1 and 2 of the Condominium Subdivision Plan of Milan Commons, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Monroe County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 1 and 2 of the Condominium Subdivision Plan of Milan Commons, and the originally recorded Sheets 1 and 2 shall be of no further force or effect. The legal description of the condominium premises contained on said First Amended Sheet 1 of the Condominium Subdivision Plan shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed.

4. Sheets 3a1, 3a2, 4a1, 4a2, 12, 13, 14 and 15 of the Condominium Subdivision Plan of Milan Commons as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce and recordation in the Office of the Monroe County Register of Deeds of this Amendment and said Order, supplement and be incorporated in the Condominium Subdivision Plan of Milan Commons, as originally recorded.

In all other respects, other than as hereinabove indicated, the original Master Deed of Milan Commons, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES AS TO BOTH PARTIES:

William T. Myers
William T. Myers

Robert S. Mobley
Robert S. Mobley

FRUEHAUF/THOMPSON-BROWN HOUSING, a Michigan joint venture, comprised of:

FRUEHAUF CORPORATION
BY: Roblee B. Martin
Roblee B. Martin
Vice President-General Manager

AND

THOMPSON-BROWN COMPANY
BY: Richard F. Corace
Richard F. Corace
Vice President

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The foregoing First Amendment to Master Deed of Milan Commons was acknowledged before me this 2nd day of October, 1972, by Roblee B. Martin, the Vice President-General Manager of Fruehauf Corporation, a Michigan corporation, on behalf of the corporation.

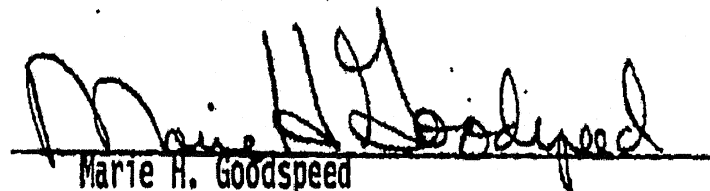
Marie H. Goodspeed
Notary Public, Oakland County, Michigan
My Commission Expires: January 16, 1976

RECEIVED FOR RECORD
OCT 16 1 25 PM 1972
MONROE COUNTY REGISTER OF DEEDS
MONROE COUNTY MICH

631 334

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing First Amendment to Master Deed of Milan Commons was acknowledged before me this 2nd day of October, 1972, by Richard F. Corace the Vice President of Thompson-Brown Company, a Michigan corporation, on behalf of the corporation.


Marie H. Goodspeed
Notary Public, Oakland County, Michigan

My Commission Expires: January 16, 1976

FIRST AMENDMENT TO MASTER DEED DRAFTED BY:

William T. Myers of
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
2700 Penobscot Building
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.

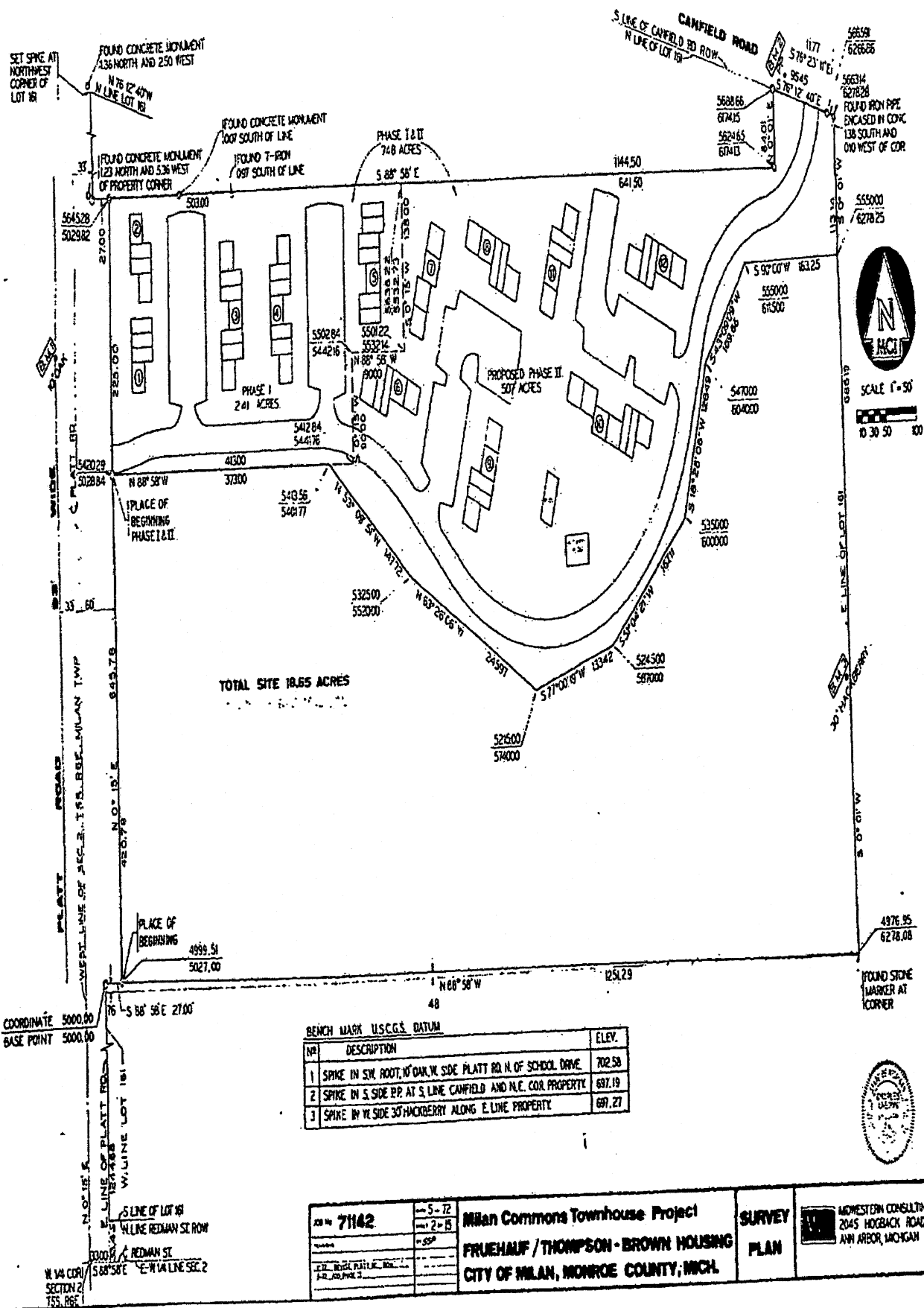
MONROE COUNTY REGISTER OF DEEDS DOC 0063100329 6 OF 16

MILAN COMMONS

MIDWESTERN CONSULTING INC.
2045 HOGBACK ROAD
ANN ARBOR, MICH. 48104

- 1 GROUND SPACE 0
- 2 SURFACE PLAIN 0
- 3 SPACE PLAIN-PAVING 1
- 341 SITE PLAIN-PAVING 0
- 342 SITE PLAIN-PAVING 0
- 4 UTILITY PLAIN-PAVING 2
- 441 UTILITY PLAIN-PAVING 0
- 442 UTILITY PLAIN-PAVING 0
- 5 TYPICAL PLAIN-PAVING 0
- 6 TYPICAL PLAIN-PAVING 0
- 7 FIRST FLOOR PLAIN-BUILDING 1
- 8 FIRST FLOOR PLAIN-BUILDING 2
- 9 FIRST FLOOR PLAIN-BUILDING 3
- 10 FIRST FLOOR PLAIN-BUILDING 4
- 11 FIRST FLOOR PLAIN-BUILDING 5
- 12 TYPICAL PLAIN-PAVING 0
- 13 TYPICAL PLAIN-PAVING 0
- 14 BOUNDARY PLAIN-BUILDING 0,1,2,3
- 15 BOUNDARY PLAIN-BUILDING 0,1,2,3,4

L.S. 631 336





0 10 20 30 40 50

5207.89 (NORTH-SOUTH COORDINATE)
5787.75 (EAST-WEST COORDINATE)

BUILDING NO	6
FIRST FL. ELEV.	FF. 703.0
CONCRETE MONUMENT	0
TRASH STATION	TR.
UNIT NUMBER	37
PATIO AREA	PA
PORCH	P
GENERAL COMMON	
ELEMENT	
LIMITED COMMON	
ELEMENT	

1. ALL PARKING SPACES 10' WIDE
UNLESS OTHERWISE NOTED.

2. ALL LEAD WALKS 4' WIDE
UNLESS OTHERWISE NOTED.

NY-0000

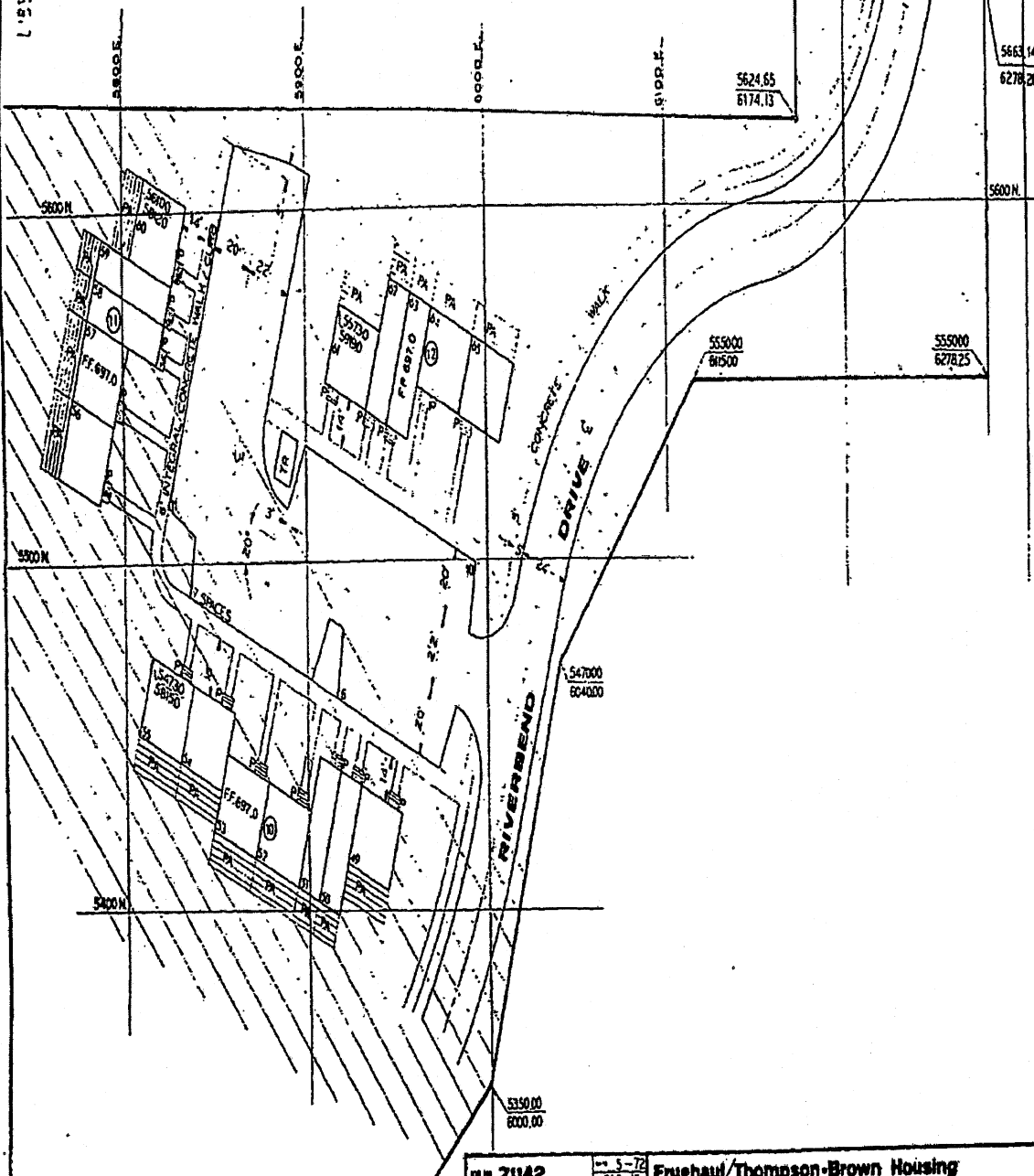
$$\begin{array}{r} 535000 \\ \hline 800000 \end{array}$$

5360 NL

**Fruenkel/Thompson-Brown Housing
SITE PLAN
Milan Commons Townhouse Project
City of Milan, Michigan**

MIDWESTERN CONSULTING, INC.
2045 HOGBACK ROAD
ANN ARBOR, MICHIGAN 48104

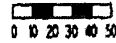
1' = 33.33' 631 338



TRUE NORTH
COORDINATE NORTH



SCALE: 1" = 20'



LEGEND	
BUILDING HP	0
FIRST FL. ELEV.	FF 700.0
CONCRETE MONUMENT	0
TRASH STATION	TR
UNIT NUMBER	37
PATIO AREA	PA
PORCH	P
GENERAL COMMON ELEMENT	[Symbol]
LIMITED COMMON ELEMENT	[Symbol]

GENERAL NOTES

1. ALL PARKING SPACES 10' WIDE UNLESS OTHERWISE NOTED
2. ALL LEAD VIALS 4" WIDE UNLESS OTHERWISE NOTED

COORDINATE SYSTEM

NORTH-SOUTH SYSTEM BASED ON PROPERTY DESCRIPTION BEARINGS

5600.00 (NORTH-SOUTH COORDINATE)
6275.14 (EAST-WEST COORDINATE)



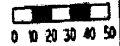
71142
Frushaut/Thompson-Brown Housing
SITE PLAN
Milan Commons Townhouse Project
City of Milan, Michigan

MIDWESTERN CONSULTING, INC.
2045 HODGACK ROAD
ANN ARBOR, MICHIGAN 48104

TRUE NORTH
COORDINATE NORTH



SCALE: 1" = 20'



LEGEND	
BUILDING #1	(1)
FIRST FL. ELEV.	FF 703.0
CONCRETE MONUMENT	0
TRASH STATION	TR
UNIT NUMBER	37

UTILITY LEGEND

- PP POWER POLE
- C CABLE POLE
- T TRANSFORMER
- E- BURIED ELECTRIC CABLE
- T- BURIED TELEPHONE CABLE
- OVER HEAD POWER AND TELEPHONE LINES
- GAS MAIN
- BQ 1/2" BLOW-OFF
- VALVE-IN-BOX
- 0 FIRE HYDRANT
- 0 INLET
- 0 DI DOUBLE INLET
- 0 MANHOLE
- DITCH
- W WATER MAIN
- S SANITARY SEWER
- A STORM SEWER

PROPOSED UTILITY LEGEND

- W WATER MAIN
- S SANITARY SEWER
- R STORM SEWER

UTILITY NOTES

1. ALL SEWER LEADS ARE 6" DIA.

1. ALL SEWER LEADS ARE 6" DIA.
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9. ALL SEWER LEADS ARE 6" DIA.
10. ALL SEWER LEADS ARE 6" DIA.

71142	5-72
	411-15

Fruenel/Thompson-Brown Housing
UTILITY PLAN
Milan Commons Townhouse Project
City of Milan, Michigan

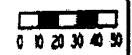
MIDWESTERN CONSULTING, INC.
2045 HOGBACK ROAD
ANN ARBOR, MICHIGAN 48104

155.631 340

TRUE NORTH
COORDINATE NORTH



SCALE: 1" = 20'



LEGEND	
BUILDING #	(6)
FIRST FL. ELEV.	FF. NO. 0
CONCRETE MONUMENT	•
TRASH STATION	TR.
UNIT NUMBER	37

UTILITY LEGEND	
PP	POWER POLE
CP	CABLE POLE
TR	TRANSFORMER
—E—	BURIED ELECTRIC CABLE
—T—	BURIED TELEPHONE CABLE
—	OVER HEAD POWER AND TELEPHONE LINES
—G—	GAS MAIN
B.O.	1/2" BLOW-OFF
—V—	VALVE-IN-BOX
—F—	FIRE HYDRANT
•	INLET
• DI	DOUBLE INLET
•	MANHOLE
—	DITCH
—W—	WATER MAIN
—S—	SANITARY SEWER
—R—	STORM SEWER
PROPOSED UTILITY LEGEND	
—W—	WATER MAIN
—S—	SANITARY SEWER
—R—	STORM SEWER

UTILITY NOTES
1. ALL SEWER LEADS ARE 6" DIA.

THIS PLAN IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL DESIGN SHALL BE SUBMITTED TO THE APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL. THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Date]

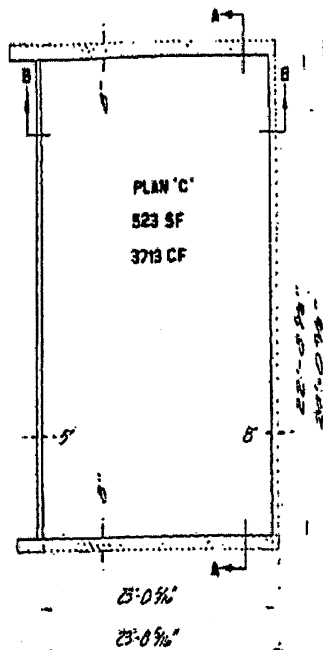


71142

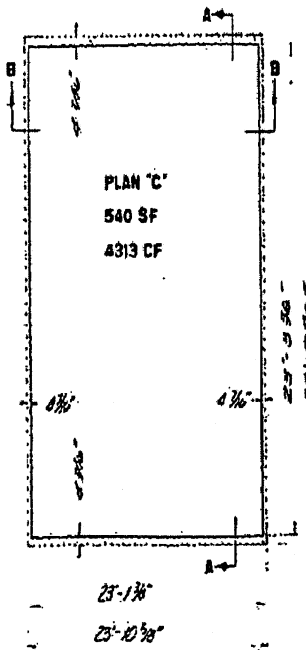
5-32
482-15

**Fruehauf/Thompson-Brown Housing
UTILITY PLAN
Milan Commons Townhouse Project**

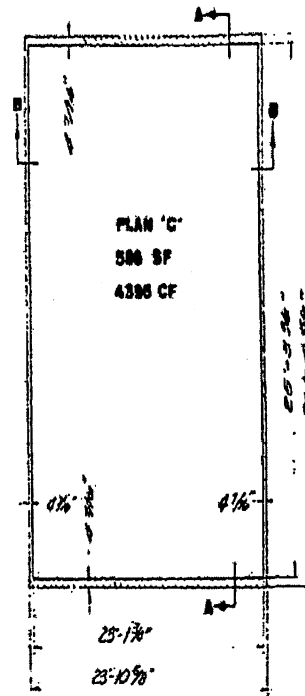
MIDWESTERN CONSULTING, INC.
2045 HOOBACK ROAD
ANN ARBOR, MICHIGAN 48104



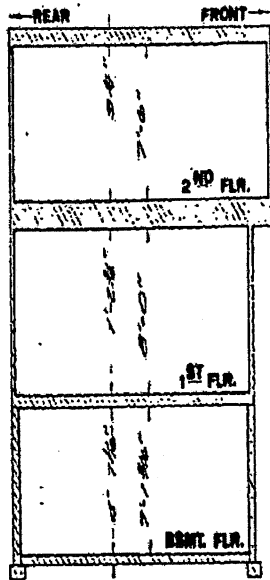
BASEMENT FLOOR PLAN



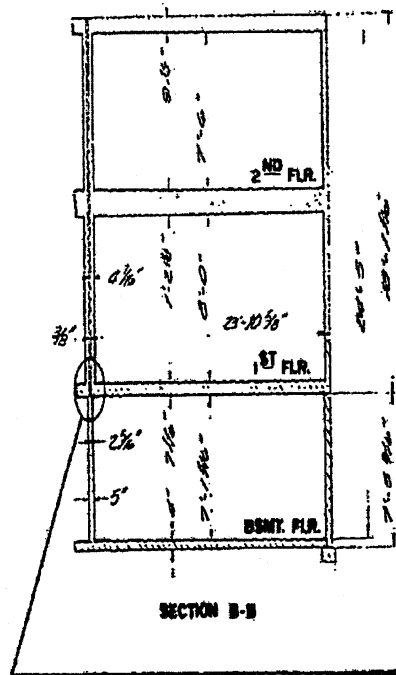
FIRST FLOOR PLAN



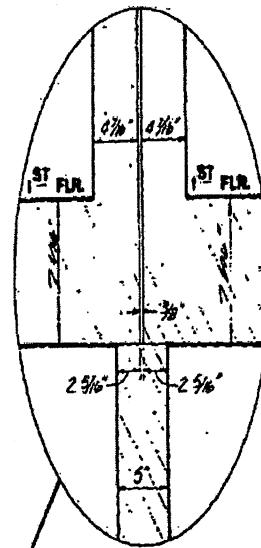
SECOND FLOOR PLAN



SECTION A-A



SECTION B-B



TYPICAL UNIT PLAN 'C'



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT LIMITS INSIDE WALLS

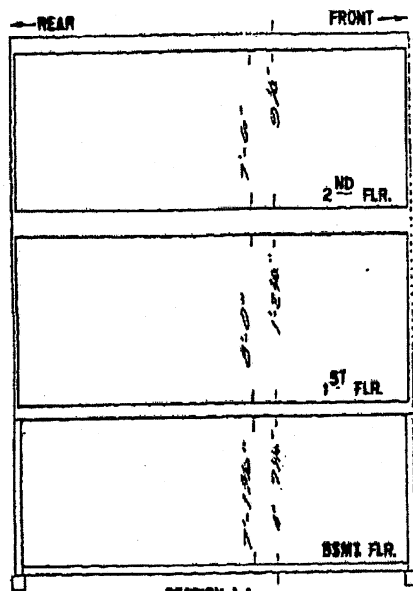


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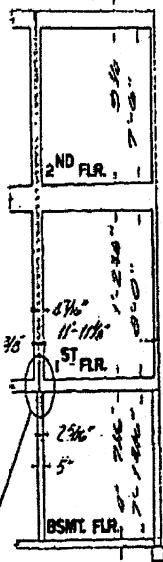
AS 71142	5-12
	12-15

Frushaul/Thompson-Brown Housing
TYPICAL UNIT - PLAN C
Milan Commons Townhouse Project
City of Milan, Michigan

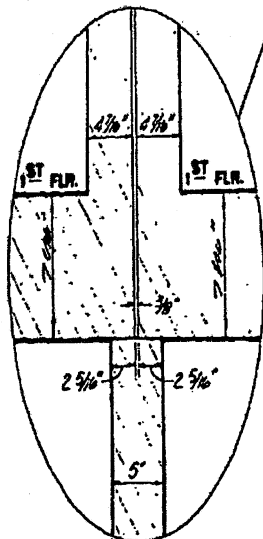
MONROE COUNTY REGISTER OF DEEDS
2045 HOGBACK ROAD
ANN ARBOR, MICHIGAN 48104



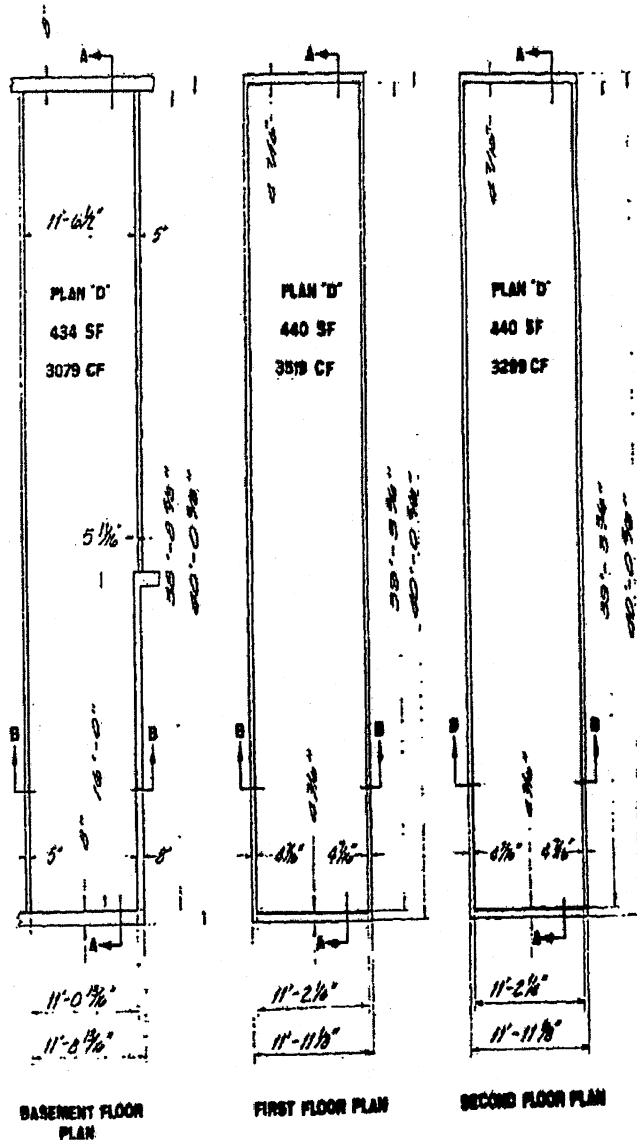
SECTION A-A



SECTION B-B



SCALE: 1"=4'



BASEMENT FLOOR PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

TYPICAL UNIT PLAN 'D'

SCALE: 1"=4'
0 1 2 4 8

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT LIMITS INSIDE WALLS



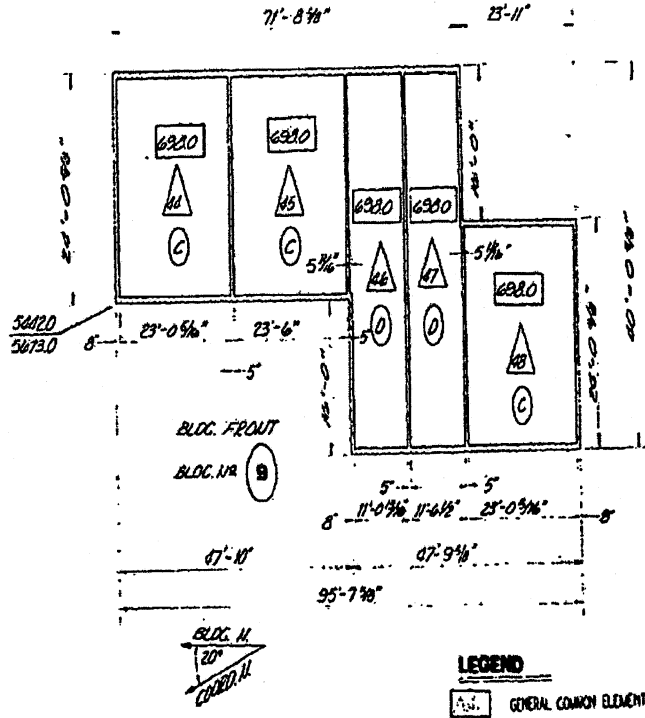
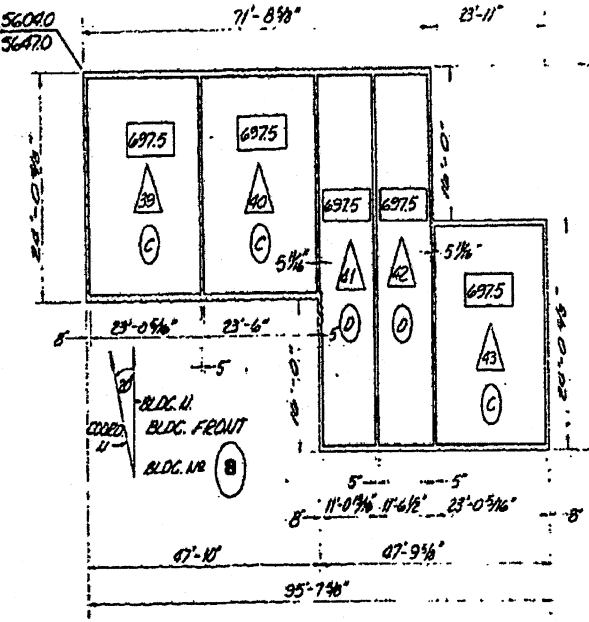
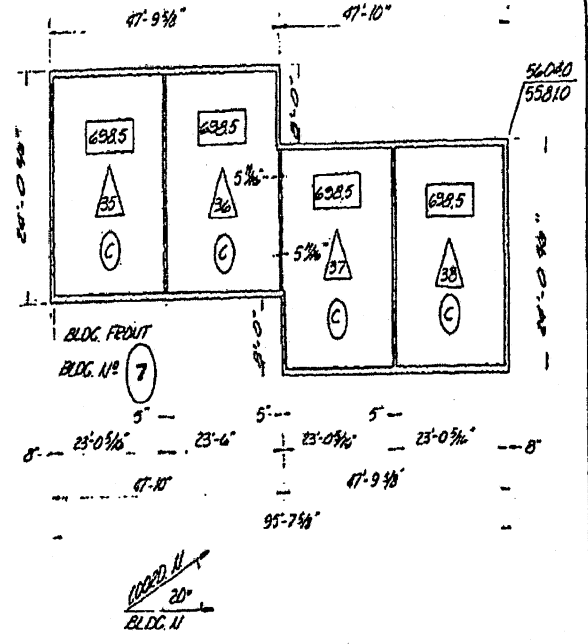
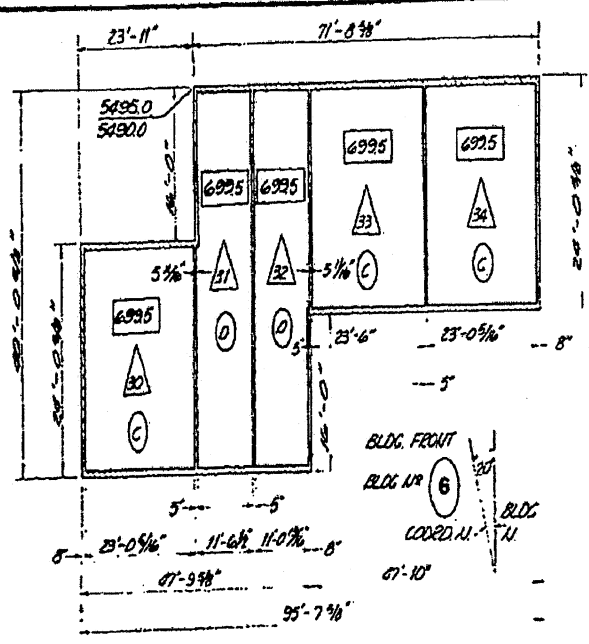
NOT: ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE WALLS UNLESS OTHERWISE NOTED.

71142	5-72
	13-15

Fruehauf/Thompson-Brown Housing
TYPICAL UNIT - PLAN D
Milan Commons Townhouse Project
City of Milan, Michigan

MIDWESTERN CONSULTING, INC.
2545 HOBACK ROAD
ANN ARBOR, MICHIGAN 48104

631 343



CONVERSION TABLE - INCHES!
FRACTIONS TO DECIMALS OF A FOOT

1" = .083	5" = .417	9" = .750	13" = .108
2" = .167	6" = .500	10" = .833	14" = .117
3" = .250	7" = .583	11" = .917	
4" = .333	8" = .667	12" = 1.000	

1/16" = .063	1/8" = .125	3/16" = .188
1/4" = .250	5/16" = .313	3/8" = .375
1/2" = .500	7/8" = .875	

SCALE 1/8" = 1'-0"
0 2 10

LEGEND

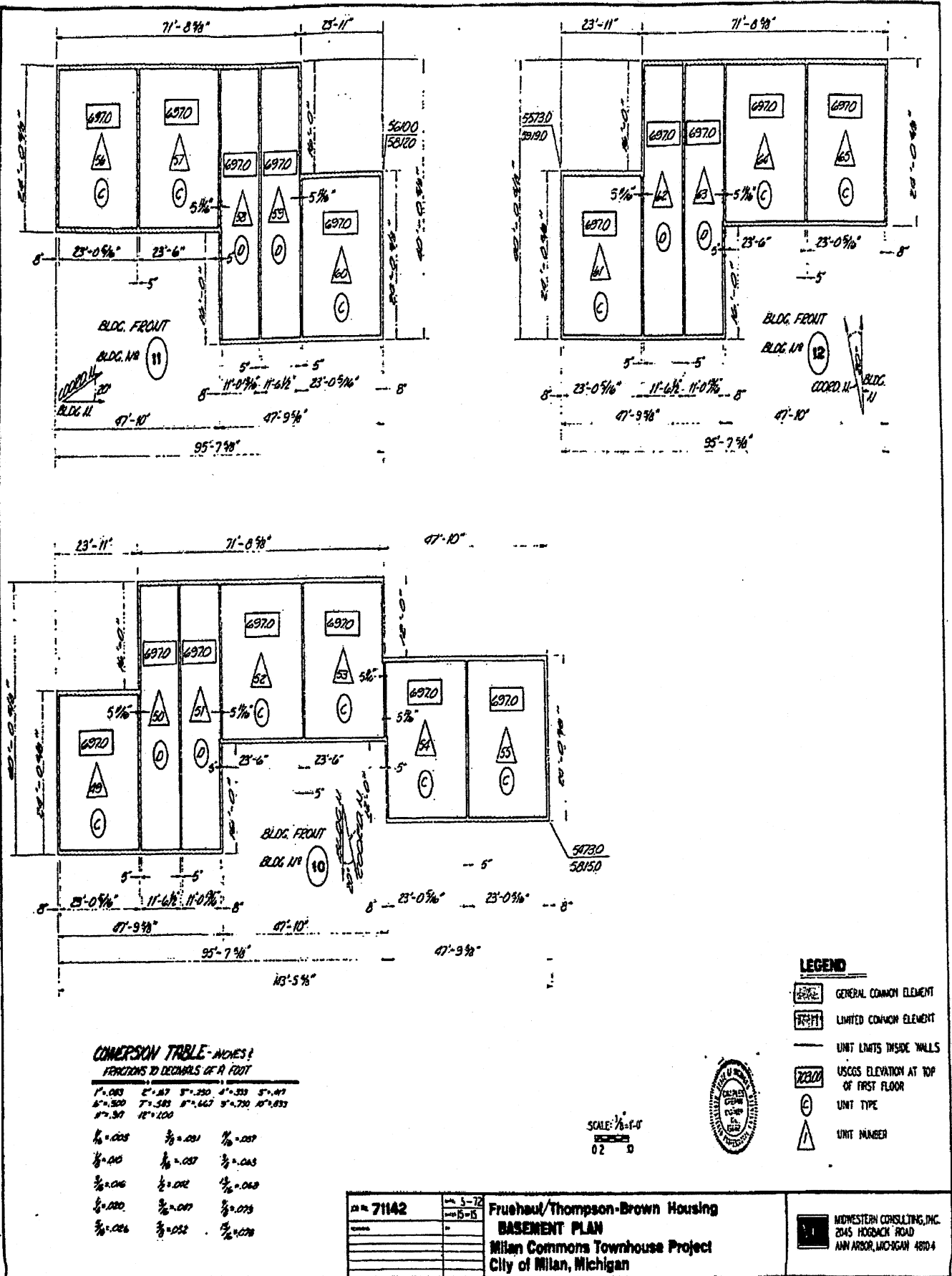
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT LIMITS INSIDE WALLS
- USGS ELEVATION AT TOP OF FIRST FLOOR
- UNIT TYPE
- UNIT NUMBER



71142	5-72
	14-72

Fruehauf/Thompson-Brown Housing
BASEMENT PLAN
Millen Commons Townhouse Project
City of Millen, Michigan

MIDWESTERN CONSULTING, INC.
2045 HOGBACK ROAD
ANN ARBOR, MICHIGAN 48104



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1991 OCT 11 AM 11:28

LIBER 1185 PAGE 0924

AFFIDAVIT

Carl J. Conner
REGISTER OF DEEDS
MONROE COUNTY, MICH.

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

NOW COMES, RICHARD SLITER, who states:

1. That he is the Secretary of the Milan Commons Condominium Association.
2. That a special meeting of the Milan Commons Condominium Association was held, pursuant to the By Laws of said Association, on September 17, 1991, for the purpose of amending Article XI of the Milan Commons Condominium Association By Laws.
3. That the By Laws of the Milan Commons Condominium Association are recorded as part of the Master Deed of the Milan Commons Condominium Association. at Liber 619, Pages 232 through 260, Monroe County Records.
4. That at such special meeting, more than 60% of all co-owners, in numbers and in value, voted to amend Article XI of the Association By Laws, as reflected in the attached amended Article XI.
5. That such election was in compliance with the procedures specified in the Association By Laws.

I DECLARE THAT THE THE STATEMENTS MADE IN THE FOREGOING
AFFIDAVIT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND
BELIEF.

Dated: 10-7, 1991

Richard Sliter
Richard Sliter

Creac a Creel
1820. Maen
Melan, Mr 48160

ARTICLE XI REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessments, or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceedings arising because of alleged default by a co-owner, the Association if successful, may recover the costs of the proceedings and such actual and 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 fees.

(c) The violation of any provision of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any condominium unit where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) The violation of any of the provisions of the Condominium documents by any co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all co-owners in the same manner as prescribed in the Association By-laws and after an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-laws. No fine shall be levied for the first violation. No fine shall exceed Twenty-five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

(e) A co-owner may maintain an action against the Association and its officers and Directors to compel these persons to enforce the terms and provisions of the condominium documents. A co-owner may maintain an action against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.

Section 2: The failure of the Association or 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: All rights remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants, or condition of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

RIGHT-OF-WAY-AGREEMENT

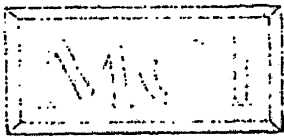
THIS INDENTURE, made this 4th day of JANUARY, A.D. 1973,
between Fruehauf-Thompson Brown Housing, a Michigan Joint Venture of Fruehauf
Corporation of 10900 Harper Avenue, Detroit, Michigan and Thompson-Brown Company
32823 Twelve Mile Rd., Farmington, Michigan, Party of the first part and MICHIGAN
CONSOLIDATED GAS COMPANY a Michigan corporation with its principal office or place
of business in the City of Detroit, Wayne County, Michigan, and with its Ann Arbor
District office at 211 East Huron Street, City of Ann Arbor, Washtenaw County, Michigan,
party of the second part.

W I T N E S S E T H :

For and in consideration of the sum of one (\$1.00) Dollar and other valuable
consideration, receipt of which is hereby acknowledged, parties of the first part
hereby grant, bargain, sell and convey to party of the second part, its successors
and assigns, to have and to hold forever, a right-of-way and easement, in, over,
under and upon a strip of land 20.0 feet in width, being 10.0 feet on either side
of the following described center line, to-wit:

RECEIVED
JAN 31 9 22 AM 1973
REC'D
MONROE COUNTY CLERK

MIDWESTERN CONSULTING, INC.



CIVIL ENGINEERS • PLANNERS • SURVEYORS

2045 HOGBACK ROAD
ANN ARBOR, MICHIGAN 48104
TELEPHONE: 313-971-8900

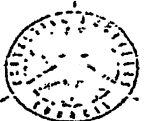
Assessor's Plat of the Village of Milan
Liber 7, Pages 48 to 50
Monroe County Records
Monroe County, Michigan
Fruehauf/Thompson-Brown Housing
71142.

May 3, 1972

DESCRIPTION OF THE CENTER LINE OF A 20.0 FOOT WIDE EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE IN MILAN COMMONS, PHASE I.

Commencing at the W 1/4 corner of Section 2, T5S, R6E, Milan Township, Monroe County, Michigan; thence S 88° 58' E 33.00 feet along the E & W 1/4 line of said Section 2 and the center line of Redman Street; thence N 0° 15' E 1,278.13 feet parallel with the west line of said Section 2 and along the easterly line of Platt Road and the westerly line of Lot 161 Assessor's Plat of the Village of Milan as recorded in Liber 7 on Pages 48 through 50 of Monroe County Records, Monroe County, Michigan; thence S 88° 58' E 27.00 feet; thence N 0° 15' E 458.00 feet along the easterly line of Platt Road for a PLACE OF BEGINNING of the center line of a 20.00 foot wide easement for the construction and maintenance of a gas line;

thence N 90° 00' E 413.00 feet to a Point of Ending of the center line of said 20 foot wide easement for gas main, said point of ending being on the East line of Phase I of Milan Commons.



In connection with the right-of-way and easement hereby granted, parties of the first part grant to party of the second part, its successors and assigns forever, the right therein to lay, construct, install, maintain, operate, inspect, repair, replace, change the size of and remove any pipe line or pipe lines and appurtenances thereto for the transmission of gas; and further grant to said party of the second part, its successors and assigns forever and to its or their agents and employees, the right of ingress and egress too and over said right-of-way an easement for the purpose of laying, constructing, installing, maintaining, operating, inspecting, repairing, replacing, changing the size of and removing said pipe line or pipe lines and appurtenances thereto

The said pipe line or pipe lines and appurtenances thereto shall remain the property of the party of the second part and may be removed by it at will.

The said parties of the first part agree that they will not at any time build or place any building on and over said right-of-way or otherwise obstruct the same.

If at any time the party of the first part wishes to relocate said right-of-way it may do so by granting another right-of-way to second party, and all expenses of removing and relocating the gas main or mains shall be borne by the first party.

The parties of the first part for themselves, their heirs, executors, administrators and assigns do covenant, grant, bargain and agree to and with the party of the second part, its successors and assigns; that at the time of the sealing and delivery of these presents, they are well seized of the above granted premises in fee simple and that they will and their heirs, executors, administrators and assigns, shall warrant and defend the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, the parties of the first part have hereto set their hands and affirmed their seals the day and hour first above written.

Signed, Sealed and Delivered

in the presence of:

R.E. Gregg
R.E. Gregg
Richard G. Corace
Richard G. Corace

Fruehauf-Thompson-Brown Housing
A Michigan Joint Venture

Fruehauf Corporation

BY Robert G. Flagan
Robert G. Flagan
Vice President

Thompson-Brown Company

BY: William W. Bowman
William W. Bowman
Executive Vice President

Prepared by H. Charles Cremin

Name Midwestern Consulting, Inc.

Address 2045 Hogback Road, Ann Arbor, Michigan 48104

Title Vice President

STATE OF MICHIGAN

County of Washtenaw

On this 4th day of January A.D. 1973 before me a Notary Public in and for said County, personally appeared Robert G. Flagan, Vice President of Fruehauf Corporation of Detroit, Michigan, and William W. Bowman, Executive Vice President of Thompson-Brown Company of Farmington, Michigan, to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

Carol C. Higley
Carol C. Higley
Notary Public
Wayne County, Michigan
Commission expires April 7, 1974