

Foreword

This document should **NOT** be used as an authoritative source for determining the legality of the MLCA Master Deed nor it's By-laws. There is another document on the MLCA web site (<http://www.miragelake.org>) which is a legitimate scanned copy of the legal paperwork submitted to Washtenaw County.

This document accomplishes two purposes.

1. It performs an optical character recognition (OCR) on the scanned in legal document, thus making it searchable for key words
2. It attempts to make it appear as one document with all amendments inserted at the proper location and making it one continuous document instead of an original with several amendments applied. In the process of doing this, we attempted to put the Liber page number next to each section or paragraph in an attempt to notify the reader where this paragraph originated.

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S. 02 DEGREES 40 MINUTES 00 SECONDS W., 200.00 FEET; AND N. 87 DEGREES 20 MINUTES 00 SECONDS W. 66.00 FEET FROM THE N. 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM THIS POINT OF BEGINNING 64.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 197.00 FEET, CHORD BEARING S. 12 DEGREES 01 MINUTES 42 SECONDS W. 64.09 FEET); THENCE S. 21 DEGREES 23 MINUTES 24 SECONDS W. 184.30 FEET; THENCE 64.26 FEET ALONG THE ARC OF CURVE TO THE LEFT (RADIUS 883.00 FEET, CHORD BEARING S. 19 DEGREES 18 MINUTES 18 SECONDS W. 64.24 FEET); THENCE N. 72 DEGREES 46 MINUTES 47 SECONDS W. 290.67 FEET TO A POINT ON AN INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 25 FEET, MORE OR LESS EASTERLY OF THE EASTERLY LINE OF MIRAGE LAKE; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE ON THE FOLLOWING TWO COURSES, N. 27 DEGREES 03 MINUTES 27 SECONDS E. 140.68 FEET AND N. 09 DEGREES 44 MINUTES 26 SECONDS E. 125.44 FEET; THENCE S. 87 DEGREES 20 MINUTES 00 SECONDS E. 295.78 FEET, THENCE S. 02 DEGREES 40 MINUTES 00 SECONDS W. 26.31 FEET TO THE POINT OF BEGINNING. THE WESTERLY LINE OF SAID PARCEL IS INTENDED TO BE COINCIDENT WITH THE EASTERLY SHORELINE OF MIRAGE LAKE AND THE NORTHERLY AND SOUTHERLY PARCEL LINES SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH SAID MIRAGE LAKE SHORELINE. CONTAINS 2.11 ACRES, MORE OR LESS.

MASTER DEED
MIRAGE LAKE

THIS MASTER DEED is made and executed on this ^{10th} day of february, 1997, by **DESERT SAND, INC.**, a Michigan corporation (hereinafter referred to as the "Developer") whose office address is 2782 Corbin Avenue, Melvindale, Michigan 48122, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1 978, as amended).

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

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Mirage Lake as a residential site condominium project under the Act and declares that Mirage Lake shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and 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 be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Mirage Lake, Washtenaw County Condominium Subdivision Plan No. 259 The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a public road within the Condominium Project or from a public road adjacent to the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. L11686 B

THIS RETURN IS NOT
YET AVAILABLE FOR EXAMINATION
WASHTENAW COUNTY TREASURER

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PERCY A. HANES
COUNTY CLERK

PROPERTY ADDED BY THIS AMENDMENT

Pursuant to the authority reserved by Developer 4n Article VI of the Master Deed, the additional land that is added to the Condominium Project by this Second Amendment is legally described as follows:

PART OF THE N.E. 1/4 OF SECTION 12, T. 4 S. R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT S. 89 DEGREES 52 MINUTES 57 SECONDS E. 1,160.00 FEET ALONG THE NORTH LINE OF SAID SECTION 12 AND S. 00 DEGREES 07 MINUTES 03 SECONDS W. 172.09 FEET, AND 170.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 455.45 FEET, CHORD BEARING S. 69 DEGREES 08 MINUTES 15 SECONDS E. 169.98 FEET), AND S. 58 DEGREES 22 MINUTES 58 SECONDS E. 134.49 FEET, AND 300.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 423.00 FEET, CHORD BEARING S. 38 DEGREES 01 MINUTES 29 SECONDS E. 294.31 FEET); AND S. 17 DEGREES 40 MINUTES 00 SECONDS E. 67.02 FEET; AND 199.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 562.49 FEET, CHORD BEARING S. 07 DEGREES 30 MINUTES 00 SECONDS E. 198.57 FEET); AND S. 02 DEGREES 40 MINUTES 00 SECONDS W., 200.00 FEET; AND N. 87 DEGREES 20 MINUTES 00 SECONDS W. 66.00 FEET FROM THE N. 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM THIS POINT OF BEGINNING 64.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 197.00 FEET, CHORD BEARING S. 12 DEGREES 01 MINUTES 42 SECONDS W. 64.09 FEET); THENCE S. 21 DEGREES 23 MINUTES 24 SECONDS W. 184.30 FEET; THENCE 64.26 FEET ALONG THE ARC OF CURVE TO THE LEFT (RADIUS 883.00 FEET, CHORD BEARING S. 19 DEGREES 18 MINUTES 18 SECONDS W. 64.24 FEET); THENCE N. 72 DEGREES 46 MINUTES 47 SECONDS W. 290.67 FEET TO A POINT ON AN INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 25 FEET, MORE OR LESS EASTERLY OF THE EASTERLY LINE OF MIRAGE LAKE; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE ON THE FOLLOWING TWO COURSES, N. 27 DEGREES 03 MINUTES 27 SECONDS E. 140.68 FEET AND N. 09 DEGREES 44 MINUTES 26 SECONDS E. 125.44 FEET; THENCE S. 87 DEGREES 20 MINUTES 00 SECONDS E. 295.78 FEET, THENCE S. 02 DEGREES 40 MINUTES 00 SECONDS W. 26.31 FEET TO THE POINT OF BEGINNING. THE WESTERLY LINE OF SAID PARCEL IS INTENDED TO BE COINCIDENT WITH THE EASTERLY SHORELINE OF MIRAGE LAKE AND THE NORTHERLY AND SOUTHERLY PARCEL LINES SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH SAID MIRAGE LAKE SHORELINE. CONTAINS 2.11 ACRES, MORE OR LESS.

PARCEL BEING ADDED BY REPLAT NO. 2 (PHASE 2)

Pursuant to the authority reserved by Developer in Article VI and in other provisions of the Master Deed, additional land that is added to the Condominium Project by this Third Amendment (as shown and described in attached Exhibit B, Replat No. 2) is legally described as follows:

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-011
-012

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S., R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 12 IN WILLIS ROAD, DISTANT S. 89° 52' 57" E. 1160.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTH SECTION LINE IN WILLIS ROAD S. 89° 52' 57" E. 506.60 FEET; THENCE CONTINUING IN SAID WILLIS ROAD ON THE FOLLOWING THREE COURSES: ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 777.23 FEET, ARC LENGTH OF 472.36 FEET, CENTRAL ANGLE OF 34° 49' 18", A CHORD BEARING OF S. 72° 28' 18" E., AND A CHORD LENGTH OF 465.13 FEET; THENCE S. 55° 03' 39" E. 529.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 804.10 FEET, ARC LENGTH OF 174.86 FEET, CENTRAL ANGLE OF 12° 27' 35", A CHORD BEARING OF S. 61° 17' 27" E. AND A CHORD LENGTH OF 174.52 FEET TO THE EAST LINE OF SAID SECTION 12; THENCE S. 01° 04' 05" W. 2136.08 FEET ALONG SAID EAST SECTION LINE TO THE EAST 1/4 CORNER OF SAID SECTION 12 IN WRIGHT ROAD; THENCE N. 89° 50' 24" W. 1220.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 12 IN WRIGHT ROAD; THENCE N. 00° 09' 36" E. 185.70 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 217.00 FEET, ARC LENGTH OF 84.29 FEET, CENTRAL ANGLE OF 22° 15' 18", A CHORD BEARING OF N. 31° 27' 39" W., AND A CHORD LENGTH OF 83.76 FEET; THENCE N. 20° 20' 00" W. 79.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 417.00 FEET, ARC LENGTH OF 377.24 FEET, CENTRAL ANGLE OF 51° 50' 00", A CHORD BEARING OF N. 05° 35' 00" E., AND A CHORD LENGTH OF 364.51 FEET; THENCE N. 31° 30' 00" E. 57.96 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, ARC LENGTH OF 297.68 FEET, CENTRAL ANGLE OF 32° 00' 00", A CHORD BEARING OF N. 15° 30' 00" E., AND A CHORD LENGTH OF 293.83 FEET; THENCE N. 00° 30' 00" W. 77.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 817.00 FEET, ARC LENGTH OF 312.14 FEET, CENTRAL ANGLE OF 21° 53' 24", A CHORD BEARING OF N. 10° 26' 42" E., AND A CHORD LENGTH OF 310.24 FEET; THENCE N. 21° 23' 24" E. 184.30 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 263.00 FEET, ARC LENGTH OF 85.94 FEET, CENTRAL ANGLE OF 18° 43' 24", A CHORD BEARING OF N. 12° 01' 42" E., AND A CHORD LENGTH OF 85.56 FEET; THENCE N. 02° 40' 00" E. 200.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 562.49 FEET, ARC LENGTH OF 199.62 FEET, CENTRAL ANGLE OF 20° 20' 00", A CHORD BEARING OF N. 07° 30' 00" W., AND A CHORD LENGTH OF 198.57 FEET; THENCE N. 17° 40' 00" W. 67.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 423.00 FEET, ARC LENGTH OF 300.60 FEET, CENTRAL ANGLE OF 40° 42' 58", A CHORD BEARING OF N. 38° 01' 29" W., AND A CHORD LENGTH OF 294.31 FEET; THENCE N. 58° 22' 58" W. 134.49 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 455.45 FEET, ARC LENGTH OF 170.98 FEET, CENTRAL ANGLE OF 21° 30' 32", A CHORD BEARING OFN. 69° 08' 15" W., AND A CHORD LENGTH OF 169.98 FEET; THENCE N. 00° 07' 03" E. 172.09 FEET TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE FOLLOWING DESCRIBED 7.05 ACRE PARCEL:

BEGINNING AT A POINT DISTANTN. 01° 04' 05" E. 294.84 FEET ALONG THE EAST LINE OF SAID SECTION 12 AND N.88° 55' 55" W. 141.16 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM THIS POINT OF BEGINNING 350.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 305.98 FEET, CHORD BEARING S. 57° 18' 46" W. 331.93 FEET); THENCE N. 89° 50'24" W. 648.57 FEET; THENCE 126.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 211.23 FEET, CHORD BEARING N. 72° 42' 19" W. 124.46 FEET); THENCE 133.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 217.00 FEET, CHORD BEARING N.37° 57'07" W. 131.36 FEET);THENCEN.20° 20'00" W. 79.74FEET;THENCE 131.67FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 417.00 FEET, CHORD BEARING N. 11° 17' 14" W. 131.13 FEET);THENCEN.81°40'21"E.258.19FEETTOAPOINTONAN INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 22 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE ON THE FOLLOWING THREE COURSES LYING 22 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, S. 34° 34' 50" E. 82.68 FEET, AND S. 49° 05' 17" E. 90.20 FEET, AND S. 78° 52' 02" E. 75.99 FEET; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE ON THE FOLLOWING TWO COURSES LYING 20 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, N. 79° 56' 36" E. 161.97 FEET, AND S. 80° 07' 56" E. 161.29 FEET; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 19 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, S. 76° 03' 57" E. 147.52 FEET; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 24 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, N. 56° 13' 59" E. 124.22 FEET; THENCE S. 60° 37' 38" E. 196.20 FEET TO THE POINT OF BEGINNING.

ALSO EXCLUDING THEREFROM THE FOLLOWING DESCRIBED 4.84 ACRE PARCEL:

BEGINNING AT A POINT DISTANTN. 01 ° 04'05" E. 1419.21 FEET ALONG THE EAST LINE OF SAID SECTION 12 AND N. 88 ° 55' 55" W. 90.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 12: PROCEEDING THENCE FROM THIS POINT OF BEGINNING S. 63° 10' 00" W. 20.00 FEET; THENCE N. 26° 50' 00" W. 240.43 FEET; THENCE 391.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 333.00 FEET, CHORD BEARINGN. 60° 30' 00" W. 369.20 FEET); THENCE S. 85° 50' 00" W. 211.20 FEET; THENCE 29.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 617.00 FEET, CHORD BEARING S. 87° 11' 05" W. 29.10 FEET); THENCEN. 12° 30'03" E. 316.58 FEET; THENCE S. 89° 00'09" E. 132.15 FEET; THENCE S. 74° 11' 17" E. 182.74 FEET; THENCE S. 73 ° 02' 31" E. 240.07 FEET; THENCE S. 52° 15' 54" E. 114.31 FEET; THENCE S. 01° 04' 05" W. 487.63 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 56.35 ACRES MORE OF LESS AND SHALL BE SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THENORTHERLY 60 FEET THEREOF FOR WILLIS ROAD, THE SOUTH 43 FEET THEREOF FOR WRIGHT ROAD, INTERIOR PORTIONS THEREOF FOR MIRAGE LAKE DRIVE (66 FEET



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WIDE) AND FOR DESERT TRAIL (66 FEET WIDE). PARCEL IS ALSO SUBJECT TO OTHER EASEMENTS, RIGHTS AND RESTRICTIONS OF RECORD. THE NORTHERLY LINES OF SAID 7.05 ACRE EXCLUDED PARCEL ARE INTENDED TO BE COINCIDENT WITH THE SOUTHERLY SHORE LINE OF ECHO LAKE AND THE MOST EASTERLY AND WESTERLY LINES OF SAID EXCLUDED PARCEL SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH SAID SHORE LINE.



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Peggy M. Haines - Washtenaw Co. DMAAM

PARCEL BEING ADDED BY REPLAT NO. 3 (PHASE 3)
(INCLUDES RECONFIGURED PORTIONS UNITS 48 & 49 FROM PHASE 2)

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S., R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN. MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 01° 04' 05" E. 1419.21 FEET ALONG THE EAST LINE OF SAID SECTION 12 AND N. 88° 55' 55" W. 90.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 12. PROCEEDING THENCE FROM THIS POINT OF BEGINNING S. 63° 10' 00" W. 20.00 FEET; THENCE N. 26° 50' 00" W. 240.43 FEET; THENCE 391.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 333.00 FEET. CHORD BEARING N. 60° 30' 00" W. 369.20 FEET); THENCE S. 85° 50' 00" W. 211.20 FEET; THENCE 73.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 617.00 FEET. CHORD BEARING S. 89° 15' 00" W. 73.54 FEET); THENCE N. 87° 20' 00" W. 204.63 FEET; THENCE N. 02° 40' 00" E. 67.00 FEET; THENCE 199.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 562.49 FEET. CHORD BEARING N. 07° 30' 00" W. 198.57 FEET); THENCE N. 17° 40' 00" W. 10 FEET; THENCE N. 60° 44' 40" E. 271.99 FEET; THENCE S. 66° 53' 05" E. 318.27 FEET; THENCE S. 74° 14' 17" E. 125.95 FEET; THENCE S. 73° 02' 31" E. 240.07 FEET; THENCE S. 52° 15' 54" E. 114.31 FEET; THENCE S. 01° 04' 05" W. 487.63 FEET TO THE POINT OF BEGINNING. PARCEL CONTAIN 7.398 ACRES AND IS SUBJECT TO EASEMENTS, RIGHTS AND RESTRICTIONS

OF RECORD.

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Upon recording of this Fifth Amendment with the Register of Deeds for Washtenaw County, the Master Deed of Mirage Lake Condominium shall be amended by the addition of the following land to the Condominium, upon which Units 52-58 shall be established:

Part Of The Northeast 1/4 Of Section 12. T.4 S. R.6 E. York Township. Washtenaw County. Michigan. More Particularly Described As: Beginning At A Point Distant N. 01°4'5" E. 294.84 Feet Along The East Line Of Said Section 12 And N. 88°55'55" W. 141.16 Feet From The East ¼ Corner Of Said Section 12: Proceeding Thence From This Point Of Beginning 350.83 Feet Along The Arc Of A Curve To The Right (Radius 305.98 Feet. Chord Bearing S. 57°18'46" 331.93 Feet): Thence N 89°50'24" 648.57 Feet: Thence 126.34 Feet Along The Arc Of A Curve To The Right (Radius 211.23 Feet Chord Bearing N. 72°42'19" W. 124.46 Feet): Thence 133.46 Feet Along The Arc Of A Curve To The Right (Radius 217.00 Feet. Chord Bearing N. 37°57'17" 131.36 Feet): Thence N. 20°20'00" W. 79.74 Feet: Thence 131.67 Feet Along The Arc Of A Curve To The Right (Radius 417.00 Feet. Chord Bearing N. 11°17'14" 131.13 Feet): Thence N. 81°40'21" E. 258.19 Feet To A Point On An Intermediate Traverse Line. Said Line Lying 22 Feet. More Or Less. Southerly Of The Southerly Line Of Echo Lake; Thence Along Said Intermediate Traverse Line On The Following Three Courses Lying 22 Feet. More Or Less. Southerly Of The Southerly Line Of Echo Lake. S 34°34'50" E. 82.68 Feet And S 49°05'17" E. 90.20 Feet And South 78°52'02" E 75.99 Feet: Thence Along Said Intermediate Traverse Line The Following Two Courses Lying 20 Feet. More Or Less. Southerly Of The Southerly Line Of Echo Lake N. 79°56'36" E. 161.97 Feet. And S. 8°07'56" E. 161.29 Feet: Thence Along Said Intermediate Traverse Line. Said Line Lying 19 Feet More Or Less Southerly Of The Southerly Line Of Echo Lake. S.76°03'57" E. 147.52 Feet: Thence Along Said Intermediate Traverse Line. Said Line Lying 24 Feet More Or Less. Southerly Of The Southerly Line Of Echo Lake. N. 56°13'59" E Feet: Thence S. 60°37'38" E. 196.20 Feet To The Point Of Beginning. The Northerly Lines Of Said Parcel .Are Intended To Be Coincident With The Southerly Shore Line Of Echo Lake And The Most Easterly And Westerly Lines Of Said Parcel Shall Be Lengthened Or Shortened So As To Intersect With The Said Shore Line. Parcel Contains 7.05 Acres More Or Less And Shall Be Subject To Easements. Rights And Restrictions Of Record.

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**ARTICLE II LEGAL
DESCRIPTION**

Amendment 5 –

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

A Parcel Of Land Located In Part Of The Northeast 1/4 Of Section 12. T. 4 S., R. 6 E. York Township, Washtenaw County, Michigan. Described As Beginning At The North ¼ Corner Of Said Section 12; And Proceeding Thence S. 89°52'57" E. 1666.60 Feet Along The North Line Of Said Section 12 In Willis Road: Thence Continuing In Said Willis Road On The Following Three Courses: Along The Arc Of A Curve To The Right. Said Curve Having .A Radius Of 777.23 Feet Arc Length Of 472.36 Feet. Central Angle Of 34°49'18", A Chord Bearing Of S. 72°28'18" E. And A Chord Length Of 465.13 Feet: Thence S. 55°03'39" E. 529.29 Feet: Thence Along The Arc Of .A Curve To The Left. Said Curve Having A Radius Of 804.10 Feet. .Arc Length Of 174.86 Feet. Central Angle Of 12°27'35". A Chord Bearing Of S. 61°17'27" E. And A Chord Length Of 174.52 Feet To The East Line Of Said Section 12: Thence S 01°04'05" W 2136.08 Feet Along Said East Section Line To The East 1/4 Corner Of Said Section 12 In Wright Road: Thence N. 89°50'24" W. 2712.19 Feet Along The East And West ¼ Line Of Said Section 12 In Wright Road To The Center Of Section 12 In Crane Road: Thence Along The North And South 1/4 Line Of Said Section 12 In Crane Road N. 01°11'00" E. 2659.17 Feet To The Point Of Beginning. Parcel Contains 152.95 Acres More Or Less. And Shall Be Subject To Easements For Road Purposes Over The Northerly 60 Feet Thereof For Willis Road. The South 43 Feet Thereof For Wright Road. The West Portion Thereof. Variable Widths (37 Or 43 Feet For Crane Road. Interior Portions Thereof For Mirage Lake Drive (66 Feet Wide) And For Desert Trail (66 Feet Wide). Parcel Is Also Subject To Other Easements. Rights And Restrictions Of Record.

ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Mirage Lake Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Mirage Lake. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2. "Association" means the Mirage Lake Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take 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.

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act.

Section 3.4 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Mirage Lake.

Section 3.7 "Condominium Project, Condominium or Project" are used synonymously to refer to Mirage Lake.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.9 "Consolidating Master Deed" means the final amended Master Deed which shall describe Mirage Lake as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.10 "Construction and Safes Period" means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 "Co-owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 3.12 "Developer" means Desert Sand, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance, or (c) mandatorily within 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 3.14 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 3.15 "Unit or Condominium Unit" each mean a single building site unit in Mirage Lake as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

(a) **Land.** The land designated in Exhibit B as General Common Elements.

(b) **Lake.** The body of water designated in Exhibit B as Mirage Lake (the "Lake"), together with any well, pumps, motors, or other mechanical devices installed by the Developer to control the Lake's water level (collectively, the "Lake Level Control Structure").

Pursuant to the authority reserved by the Developer in Article VI and in other provisions of the Master Deed, Developer hereby amends Section 4.1 (b) thereof to include Echo Lake as well as Mirage Lake (the "Lakes") as General Common Elements of the Condominium Project, together with any wells, pumps, motors or other mechanical devices installed by the Developer to control the water level of the Lakes ("Lake Level Control Structure").



(c) **Electrical.** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting, if any, for the Project.

(d) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of

the Unit.

(e) **Telephone**. The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Telecommunications**. The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service which is located at the boundary of the Unit.

(g) **Paths.** All sidewalks, boardwalks, walking paths, trails and bike paths (collectively, "Paths"), if any, installed by the Developer or the Association within the Land designated on Exhibit B as General Common Elements,

(h) **Landscaping.** All landscaping, berms, trees, plantings, entranceway monuments, signage and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(i) **Perimeter Fencing.** Any wall, fencing or similar structure constructed or installed by the Developer or the Association within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(j) **Easements.** All easements (if any) that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(k) **Other.** Such other elements of the Project not designated in this Section 4.1 as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

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

Section 4.2 Limited Common Elements.

Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

Section 4.3 Responsibilities.

The respective responsibilities for the maintenance, repair and replacement of the Common Elements and the public road running through to the Condominium Project are as follows:

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. Any improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by the Developer or the Association pursuant to Article VI of this Master Deed, the Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-Owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units and Limited Common Elements.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-Owner of a Unit to the extent that the Co-Owner has not performed such obligation, and the cost thereof shall be assessed against such Co-Owner. The Association shall not be responsible for any damage to a Unit or the dwelling or Appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-Owner of the Unit.

(c) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(d) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the installation, maintenance, repair and replacement of a well, septic tank, septic field and related facilities within the Co-owner's Unit and the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

"Notwithstanding the foregoing, pursuant to the requirements of the Washtenaw County Department of Environment and Infrastructure Services, Environmental Health Division (the "Department"), the provisions of Exhibit "1" attached are incorporated into the Master Deed, and no changes may be made to those provisions without the written approval of the Department."

Each Co-owner, except as provided below with respect to the owners of Units 52-58, will be entirely responsible for arranging for and paying all costs in connection with the installation, maintenance, repair and replacement of a well, septic tank, septic field and related facilities within the Co-owner's Unit and the extension of utilities by laterals from mains to the dwellings and other improvements located within the Units. With respect to Units 52-58, the Developer shall install upon unit 27, at its expense, when approved by the necessary governmental authorities, a "Community Septic Field", pumps, related piping, utilities, mechanical devices and mains sufficient to service units 52-58, as shown on Replat No. 4 of the Condominium Subdivision Plan attached to this Fifth Amendment. The Developer shall also install appropriate landscape upon Unit 27 when such septic field is completed (all of these appurtenances benefiting Units 52-58 shall be collectively referred to as the "Community Septic Appurtenances"). The owners of Units 52-58 shall be solely responsible for arranging for and paying all costs in connection with the installation, maintenance, repair and replacement of a well, individual septic tank, lateral connection to the mains running to the Community Septic Field and related facilities within the Co-owner's Unit and the extension of utilities by laterals from mains to the dwellings and other improvements located within the Units, and shall be further responsible for a 1/7 share of all expenses of maintenance, repair and replacement of the Community Septic Appurtenances as provided in Article II, Section 2.3(e) of the Condominium Bylaws. The Co-owners of Units 52-58 shall also be responsible, at their expense, to have their individual septic tanks pumped out and cleaned out a minimum of once every three (3) years. This obligation shall be enforceable against the Co-owners of Units 52-58 by the Developer or entity to which it assigns such rights and responsibilities, the Township, the Health Division and/or by the MDEQ. All costs of electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose unit they service, except to the extent that such expenses are borne by a utility company or public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(e) **Road Maintenance.** The road running through the Condominium Project is a public road, and shall be maintained and repaired by the Charter Township of York or the Washtenaw County Road Commission. If the Association determines that such services provided by the Charter Township of York or the Washtenaw County Road Commission are inadequate, the Association may, but has no obligation to, maintain the public road running through the Condominium Project (including, but not limited to, snow and ice removal), the expense of which shall be borne by the Association as an administrative expense.

(f) **Lawn and Landscaping Maintenance within Units.** The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In addition, a Co-owner shall also be responsible for maintaining the lawn and the landscaping contained within a Limited Common Element which is appurtenant to such Co-owner's Unit. However, a Co-owner shall not be responsible for replacing any trees which are planted in a Limited Common Element by the Developer or the Association.

Section 4.4 Use of Units and Common Elements.

No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of the Developer during the Construction and Sales Period and the Association thereafter.

**ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 5.1 Description of Units.

Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value.

The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is 100%.

Pursuant to the authority reserved by the Developer in Article III, V and VI and in other provisions the Master Deed, Developer declares that the percentage of value for each Unit shall continue to be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the project, with the additional Units 27 through 49, and concluding that there are no material differences among the Units where the allocation of percentage of value is concerned.



Pursuant to the authority reserved by the Developer in Article III, V and VI and in other provisions the Master Deed, Developer declares that the percentage of value for each Unit shall continue to be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the project, with the additional and reconfigured Units 48 through 51, and concluding that there are no material differences among the Units where the allocation of percentage of value is concerned.



Amendment 5 - Not yet recorded

As long as Unit 27 is being utilized for the Community Septic Field, and not for residential purposes, it shall be assigned a zero percentage of value, and shall not be entitled to a vote at meetings of the Association of Co-owners, nor be entitled to any share of the expenses and receipts of administration of the Association. Once sanitary sewer service is available to the Condominium and the use of Unit 27 as a Community Septic Field is discontinued, Unit 27's equal percentage of value, vote and share of the expenses and receipts of administration of the Association shall be fully restored.

ARTICLE VI EXPANSION OF CONDOMINIUM

Pursuant to the authority reserved by Developer in Article VI and in other provisions of the Master Deed, Developer hereby increases the number of Units in the Condominium Project by adding Units 27 through 49, inclusive from the area of future development. The modified size, boundaries, descriptions and configuration of the Condominium Project, the remaining areas of proposed future development and the additional Units are delineated on the attached Exhibit B, together with all appurtenances thereto.



Pursuant to the authority reserved by Developer in Article VI and in other provisions of the Master Deed, Developer hereby increases the number of Units in the Condominium Project by adding Units 48 through 51, inclusive from the area of future development, which includes reconfigured portions of Units 48 and 49 from said Third Amendment to Master Deed (Phase 2). The modified size, boundaries, descriptions and configuration of the Condominium Project, the remaining areas of proposed future development and the additional Units are delineated on the attached Exhibit B, together with all appurtenances thereto.



Section 6.1 Area of Future Development.

The Condominium Project established pursuant to this Master Deed consists of twenty-six (26) Units, and is intended to be the first phase of an Expandable Condominium under the Act which will contain a maximum of sixty-four (64) Units. Additional Units, if any, will be constructed upon all or portions of the following described land:

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S., R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID

SECTION 12 DISTANT S. 89 DEGREES 52 MINUTES 57 SECONDS E. 1160.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE FROM THIS POINT OF BEGINNING S. 89 DEGREES 52 MINUTES 57 SECONDS E. 506.60 FEET ALONG SAID NORTH SECTION LINE; THENCE 472.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 777.23 FEET, CHORD BEARING S. 72 DEGREES 28 MINUTES 18 SECONDS E. 465.13 FEET); THENCE S. 55 DEGREES 03 MINUTES 39 SECONDS E. 529.29 FEET; THENCE 174.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 804.10 FEET, CHORD BEARING S. 61 DEGREES 17 MINUTES 27 SECONDS E. 174.52 FEET) TO THE EAST LINE OF SAID SECTION 12; THENCE S. 01 DEGREES 04 MINUTES 05 SECONDS W. 2136.08 FEET ALONG SAID EAST SECTION LINE TO THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE N. 89 DEGREES 50 MINUTES 24 SECONDS W. 1220.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 12; THENCE N. 00 DEGREES 09 MINUTES 36 SECONDS E. 185.70 FEET; THENCE 84.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 217.00 FEET, CHORD BEARING N. 31 DEGREES 27 MINUTES 39 SECONDS W. 83.76 FEET); THENCE N. 20 DEGREES 20 MINUTES 00 SECONDS W. 79.74 FEET; THENCE 377.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 417.00 FEET, CHORD BEARING N. 05 DEGREES 35 MINUTES 00 SECONDS E. 364.51 FEET); THENCE N. 31 DEGREES 30 MINUTES 00 SECONDS E. 57.96 FEET; THENCE 297.68 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 533.00 FEET, CHORD BEARING N. 15 DEGREES 30 MINUTES 00 SECONDS E. 293.83 FEET); THENCE N. 00 DEGREES 30 MINUTES 00 SECONDS W. 77.25 FEET; THENCE 312.14 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 817.00 FEET, CHORD BEARING N. 10 DEGREES 26 MINUTES 42 SECONDS E. 310.24 FEET); THENCE N. 21 DEGREES 23 MINUTES 24 SECONDS E. 184.30 FEET; THENCE 85.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 263.00 FEET, CHORD BEARING N. 12 DEGREES 01 MINUTES 42 SECONDS E. 85.56 FEET); THENCE N. 02 DEGREES 40 MINUTES 00 SECONDS E. 200.00 FEET; THENCE 199.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (RADIUS 562.49 FEET, CHORD BEARING N. 07 DEGREES 30 MINUTES 00 SECONDS W. 198.57 FEET); THENCE N. 17 DEGREES 40 MINUTES 00 SECONDS W. 67.02 FEET; THENCE 300.60 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 423.00 FEET, CHORD BEARING N. 38 DEGREES 01 MINUTES 29 SECONDS W. 294.31 FEET); THENCE N. 58 DEGREES 22 MINUTES 58 SECONDS W. 134.49 FEET; THENCE 170.98 ALONG THE ARC OF A CURVE TO THE LEFT, (RADIUS 455.45 FEET, CHORD BEARING N. 69 DEGREES 08 MINUTES 15 SECONDS W. 169.98 FEET); THENCE N. 00 DEGREES 07 MINUTES 03 SECONDS E. 172.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.24 ACRES MORE OR LESS AND SHALL BE SUBJECT TO EASEMENTS FOR ROAD PURPOSES OVER THE NORTHERLY 60 FEET THEREOF FOR WILLIS ROAD AND THE SOUTH 43 FEET THEREOF FOR WRIGHT ROAD.

And the following described parcel:

PART OF THE N.E. 1/4 OF SECTION 12, T. 4 S. R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT S. 89 DEGREES 52 MINUTES 57 SECONDS E. 1,160.00 FEET ALONG THE NORTH LINE OF SAID SECTION 12 AND S. 00 DEGREES 07 MINUTES 03 SECONDS W. 172.09 FEET, AND 170.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 455.45 FEET, CHORD BEARING S. 69 DEGREES 08 MINUTES 15 SECONDS E. 169.98 FEET), AND S. 58 DEGREES 22 MINUTES 58 SECONDS E. 134.49 FEET, AND 300.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 423.00 FEET, CHORD BEARING S. 38 DEGREES 01 MINUTES 29 SECONDS E. 294.31 FEET); AND S. 17 DEGREES 40 MINUTES 00 SECONDS E. 67.02 FEET; AND 199.62 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (RADIUS 562.49 FEET, CHORD BEARING S. 07 DEGREES 30 MINUTES 00 SECONDS E. 198.57 FEET); AND S. 02 DEGREES 40 MINUTES 00 SECONDS W., 200.00 FEET; AND N. 87 DEGREES 20 MINUTES 00 SECONDS W. 66.00 FEET FROM THE N. 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM THIS POINT OF BEGINNING 64.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 197.00 FEET, CHORD BEARING S. 12 DEGREES 01 MINUTES 42 SECONDS W. 64.09 FEET); THENCE S. 21 DEGREES 23 MINUTES 24 SECONDS W. 184.30 FEET; THENCE 64.26 FEET ALONG THE ARC OF CURVE TO THE LEFT (RADIUS 883.00 FEET, CHORD BEARING S. 19 DEGREES 18 MINUTES 18 SECONDS W. 64.24 FEET); THENCE N. 72 DEGREES 46 MINUTES 47 SECONDS W. 290.67 FEET TO A POINT ON AN INTERMEDIATE TRAVERSE LINE, SAID LINE LYING 25 FEET, MORE OR LESS EASTERLY OF THE EASTERLY LINE OF MIRAGE LAKE; THENCE ALONG SAID INTERMEDIATE TRAVERSE LINE ON THE FOLLOWING TWO COURSES, N. 27 DEGREES 03 MINUTES 27 SECONDS E. 140.68 FEET AND N. 09 DEGREES 44 MINUTES 26 SECONDS E. 125.44 FEET; THENCE S. 87 DEGREES 20 MINUTES 00 SECONDS E. 295.78 FEET, THENCE S. 02 DEGREES 40 MINUTES 00 SECONDS W. 26.31 FEET TO THE POINT OF BEGINNING. THE WESTERLY LINE OF SAID PARCEL IS INTENDED TO BE COINCIDENT WITH THE EASTERLY SHORELINE OF MIRAGE LAKE AND THE NORTHERLY AND SOUTHERLY PARCEL LINES SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH SAID MIRAGE LAKE SHORELINE. CONTAINS 2.11 ACRES, MORE OR LESS.

(both of the above-described lands are sometimes collectively referred to as the "area of future development").

Section 6.2 Increase in Number of Units.

Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the area of future development. The location, size, and configuration of all such additional Units that may be located in the area of future development shall be in accordance with the PUD (as such term is defined in Article X below).

Section 6.3 Expansion Not Mandatory.

Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the area of future development in accordance with the PUD. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order, provided any improvements thereon are in accordance with the PUD .

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value.

The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion, and approved by the Charter Township of York. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project, such as relative size of Units.

Section 6.5 Redefinition of Common Elements.

Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel being added to the Project by such amendment. In connection with any such amendments), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project, provided such changes are in accordance with the PUD, or otherwise approved by the Charter Township of York.

Section 6.6 Consolidating Master Deed.

If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer, and approved by the Charter Township of York, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons.

All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all

other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

ARTICLE VII CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act, this Article VII, and the PUD. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 7.1 Modification of Units.

The Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the PUD and the requirements the Charter Township of York and of any other governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Subject to the foregoing, any modifications by the Developer in accordance with the terms of this paragraph shall take effect upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 9.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 Consolidation or Relocation of Units.

During the Construction and Sales Period, the Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the PUD and the requirements of the Charter Township of York and any other governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by Developer in its discretion and in the manner provided by law, and

approved by the Charter Township of York . Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which the Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording an entire Master Deed or its Exhibits.

Section 7.3 Limited Common Elements.

Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, and the PUD, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Amenities.

The Developer is required to install certain structures or improvements within the General Common Elements as identified on the Condominium Subdivision Plan as "must be built." In addition, the Developer reserves the right to construct various amenities, including, by way of example, jogging or walking paths, trails, detention pond areas, signage, landscaping features, fences and walls within the General Common Elements and Limited Common Elements in accordance with the PUD, and to construct a bicycle path or sidewalk within the front yards of the Units in the area depicted in Exhibit B attached to this Master Deed (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project, except those Amenities provided for in the PUD. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's discretion, subject to approval by the Charter Township of York.

Section 7.5 Additional Landscaping.

Co-owners of Units which have appurtenant Limited Common Elements shall be responsible for the maintenance of any and all landscaping installed by the Developer in the Limited Common Elements. In addition, Co-owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period, and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-owner shall be

responsible for all maintenance of the additional landscaping installed by such Co-owner within the Limited Common Elements and, all landscaping installed by a Co-owner within the Limited Common Elements shall be reasonably compatible with the PUD and the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-owner within the Limited Common Elements.

ARTICLE VIII EASEMENTS

Section 8.1 Easement For Utilities and Maintenance of Encroachments.

In the event any portion of a dwelling or any improvements located within a Unit or Common Element encroach upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching dwelling or improvement. There shall be easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium.

Section 8.2 Easements Retained by Developer.

(a) **Utility Easements.** The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to the Developer, its successors or assigns under this Section 8.2(a), the Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. At Developer's discretion, the cost of maintaining, repairing and replacing any utility improvements referred to in this Section 8.2(a) may be shared by this Condominium and any developed portions of the land contiguous to the Condominium Premises which also utilize such utility improvements. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) **Additional Easements.** The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, trails, lakes, ponds, water wells, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into

maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Pursuant to the authority reserved by the Developer in Article VIII and in other provisions of the Master Deed, additional easements for signage on Unit 22, for well use and access on Unit 25 and for Detention Basin Landscaping on Units 25 and 26 have been provided. These easements are shown on Sheet 5 of attached Exhibit B, Replat No. 2, and are in addition to other easements described and shown in said attached Exhibit B.



Pursuant to the authority reserved by the Developer in Article VIII and in other provisions of the Master Deed, additional easements for signage on Unit 22, for well use and access on Unit 25 and for Detention Basin Landscaping on Units 25 and 26 have been provided. Developer hereby further provides a well use and access easement for Unit 45 as shown on Sheet 5 of Exhibit B of this Replat No. 3. These easements are shown on Sheet 5 of prior recorded Exhibit B, Replat No. 2, and on Sheet 5 of this Exhibit B, Replat No. 3, and are in addition to other easements described and shown in said attached Exhibit B.



Section 8.3 Grant of Easements by Association.

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 8.4 Easements for Maintenance, Repair and Replacement.

The Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any appurtenances constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 8.5 Telecommunications Agreements.

The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber

service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 8.6 Association Assumption of Obligations.

The Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 8.7 Termination of Easements.

Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 8.8 Community Septic Field Easements. Units 52-58 shall be impressed with a permanent easement in favor of the Developer or entity to which it assigns such rights and responsibilities and all governmental authorities with jurisdiction for construction, maintenance, operation, repair and replacement of sanitary sewer facilities as shown on Replat No. 4 of the Condominium Subdivision Plan attached to this Fifth Amendment. All of Unit 27 shall be impressed with a temporary easement for the construction, maintenance, operation, repair and replacement of the Community Septic Field and Community Septic Appurtenances in favor of Units 52-58, the Developer or entity to which it assigns such rights and responsibilities and all governmental authorities with jurisdiction, as shown on Replat No. 4 of the Condominium Subdivision Plan attached to this Fifth Amendment. The temporary easements upon Unit 27 shall cease to exist 120 days after such time as municipal or private sanitary sewer facilities are made available to the entire Condominium, and within 120 days after such time as municipal or private sanitary sewer facilities are made available to the entire Condominium, the Co-owners of Units 52-58 shall be obligated to connect to such municipal or private sanitary sewer facilities at their expense, and cease the use of the Community Septic Field and Community Septic Appurtenances, which will then be removed at the expense of the Developer.

Amendment 5 - Not yet recorded

EASEMENTS ECHO LAKE DRAINAGE DISTRICT EASEMENT

Pursuant to the authority reserved by the Developer in Article VIII of the Master Deed, the Echo Lake Drainage District is hereby created. The Echo Lake Drainage District provides storm water drainage benefits and obligations to the entire Mirage Lake Condominium. The entire Condominium Project shall, therefore be subject to a perpetual and permanent easement in favor of the Washtenaw County Drain Commissioner and the Echo Lake Drainage District, (collectively referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit B hereto, which easements may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

- 1 The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity;
- 2 The grantee shall have the right to sell assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (1), above;
- 3 No owner in the Condominium shall build or convey to others any permission to build any permanent structures on the said easement; except for permitted single family homes and appurtenances.
- 4 No owner in the Condominium shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;
- 5 The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
- 6 All owners in the Condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incident to the exercise by grantee of its rights under the said easement, and all owners covenant not to sue grantee for any such damages.

The rights granted to Washtenaw County Drain Commissioner, the Echo Lake Drainage District, and their successors and assigns, under this article may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted there under shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

The Echo Lake Drainage District Easement is legally described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S., R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 12 IN WILLIS ROAD, DISTANT S. 89 ° 52' 57" E. 1160.00 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTH SECTION LINE IN WILLIS ROAD S. 89° 52' 57" E. 506.60 FEET; THENCE CONTINUING IN SAID WILLIS ROAD ON THE FOLLOWING THREE COURSES: ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 777.23 FEET, ARC LENGTH OF 472.36 FEET, CENTRAL ANGLE OF 34° 49' 18", A CHORD



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Peggy M. Haines - Washtenaw Co. DMAAM

BEARING OF S. 72° 28' 18" E., AND A CHORD LENGTH OF 465.13 FEET; THENCE S. 55° 03' 39" E. 529.29 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 804.10 FEET, ARC LENGTH OF 174.86 FEET, CENTRAL ANGLE OF 12° 27' 35", A CHORD BEARING OF S. 61° 17' 27" E. AND A CHORD LENGTH OF 174.52 FEET TO THE EAST LINE OF SAID SECTION 12; THENCE S. 01° 04' 05" W. 2136.08 FEET ALONG SAID EAST SECTION LINE TO THE EAST 1/4 CORNER OF SAID SECTION 12 IN WRIGHT ROAD; THENCE N. 89° 50' 24" W. 1536.39 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 12 IN WRIGHT ROAD; THENCE N. 00° 09' 36" E. 108.19 FEET; THENCE N 63° 41' 20" E 309.34 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 217.00 FEET, ARC LENGTH OF 11.82 FEET, CENTRAL ANGLE OF 03 ° 07' 11", A CHORD BEARING OF N. 21 ° 53' 36" W., AND A CHORD LENGTH OF 11.81 FEET; THENCE N. 20° 20' 00" W. 79.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 417.00 FEET, ARC LENGTH OF 377.24 FEET, CENTRAL ANGLE OF 51 ° 50' 00", A CHORD BEARING OF N. 05° 35' 00" E, AND A CHORD LENGTH OF 364.51 FEET; THENCE N. 31 ° 30' 00" E. 57.96 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 533.00 FEET, ARC LENGTH OF 297.68 FEET, CENTRAL ANGLE OF 32° 00' 00", A CHORD BEARING OF N. 15° 30' 00" E., AND A CHORD LENGTH OF 293.83 FEET; THENCE N. 00° 30' 00" W. 77.25 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 817.00 FEET, ARC LENGTH OF 312.14 FEET, CENTRAL ANGLE OF 21 ° 53' 24", A CHORD BEARING OF N. 10° 26' 42" E, AND A CHORD LENGTH OF 310.24 FEET; THENCE N. 21 ° 23' 24" E. 184.30 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 263.00 FEET, ARC LENGTH OF 85.94 FEET, CENTRAL ANGLE OF 18° 43' 24", A CHORD BEARING OF N. 12° 01' 42" E., AND A CHORD LENGTH OF 85.56 FEET; THENCE N. 02° 40' 00" E. 200.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 562.49 FEET, ARC LENGTH OF 199.62 FEET, CENTRAL ANGLE OF 20° 20' 00", A CHORD BEARING OF N. 07° 30' 00" W., AND A CHORD LENGTH OF 198.57 FEET; THENCE N. 17° 40' 00" W. 67.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 423.00 FEET, ARC LENGTH OF 300.60 FEET, CENTRAL ANGLE OF 40° 42' 58", A CHORD BEARING OF N. 38° 01' 29" W., AND A CHORD LENGTH OF 294.31 FEET; THENCE N. 58° 22' 58" W. 134.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 455.45 FEET, ARC LENGTH OF 170.98 FEET, CENTRAL ANGLE OF 21 ° 30' 32", A CHORD BEARING OF N. 69° 08' 15" W., AND A CHORD LENGTH OF 169.98 FEET; THENCE N. 00° 07' 03" E. 172.09 FEET TO THE POINT OF BEGINNING, PARCEL CONTAIN 69.56 ACRES AND IS SUBJECT TO EASEMENTS, RIGHTS AND RESTRICTIONS OF RECORD



ARTICLE IX

CONTRACTION OF CONDOMINIUM

Section 9.1 Right To Contract.

As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of twenty-six (26) Units on the land described in Article II and thirty-eight (38) Units on the land described in Article VI. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above within the land described in Article II or Article VI and to withdraw from the Project all or some portion of the land described in Article II or Article VI, to the extent all or a portion of the land described in Article VI has been incorporated into the Condominium. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved by the Charter Township of York, but in no event shall the number of Units be less than twenty-six (26).

Section 9.2 Withdrawal of Land.

In addition to the provisions of Section 9.1, the Developer unconditionally reserves the right to withdraw from the Condominium Project any portion or portions of the land described in Article II or Article VI, to the extent all or a portion of the land described in Article VI has been incorporated into the Condominium, provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Condominium Project, as contracted. The Developer reserves the right to use the portion of the land withdrawn to establish, in its discretion, a single family residential development in accordance with the PUD, or otherwise approved by the Charter Township of York. The Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

Section 9.3 Creation of Easements.

In the event of any contraction under this Article IX, the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress or egress to and from each and every portion of the Condominium Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II or Article VI are withdrawn from the Condominium Project, the Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Condominium Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Condominium Project.

Section 9.4 Amendment Of Master Deed.

Any contraction in size of this Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion, and approved by the Charter Township of York. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of 100% for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 9.5 Redefinition of Common Elements.

Any amendments to the Master Deed pursuant to Section 9.4 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Condominium Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article IX, provided such change is in accordance with the PUD, or otherwise approved by the Charter Township of York, including, but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways and sidewalks located in the Project.

Section 9.6 Consent Of Interested Parties.

All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article IX and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master

Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE X PLANNED UNIT DEVELOPMENT

The Developer is developing the Project pursuant to a certain planned unit development and related site plan/conceptual plan approved by the Charter Township of York Board of Trustees (the "PUD") pursuant to the Charter Township of York Zoning Ordinance. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the PUD. In addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed which conflict with the terms of the PUD shall require the prior approval of the Charter Township of York.

ARTICLE XI AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 11.1 Co-owner Consent.

Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 11.2 By Developer.

In addition to the rights of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 11.3 Change in Value of Vote, and Percentages of Value

The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Article VI, Article VII and Article IX of this Master Deed.

Section 11.4 Mortgage Approval.

Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgage shall have one (1) vote for each Unit subject to a mortgage.

Section 11.5 Termination, Vacation, Revocation or Abandonment.

The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) of all Co-Owners.

Section 11.6 Developer Approval.

During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

ARTICLE XII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XIII ASSIGNMENT

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

ARTICLE XIV ENVIRONMENTAL HEALTH RESTRICTIONS

Pursuant to the authority reserved by the Developer in various provisions of the Master Deed and in compliance with the statutory authority and requirements of the Washtenaw County Environmental Health Division ("Health Division" or "Department"), Units 27 through 49 (Mirage Lake Condominium, Phase 2) have been approved for sale and development by the Health Division subject to the following conditions:



Pursuant to the authority reserved by the Developer in various provisions of the Master Deed and in compliance with the statutory authority and requirements of the Washtenaw County Environmental Health Division ("Health Division" or "Department"), Units 27 through 51 (Mirage Lake Condominium, Phase 3) have been approved for sale and development by the Health Division subject to the following conditions:





1. Drainfield table

Lot	Test Pits	Depth to	Comments	Number	sand (ft)
27	210,211	9,3	Grading Required		
28	208,209	5,4	Grading Required		
29	207	3	Grading Required		
30	205, 206	4,2	Grading Required		
31	204	12	Grading Required		
32	203	6	Grading Required		
33	201,202	9,5	Grading Required		
34	241, 242	13, 10	Drainfield has been preexcavated on this lot	Grading Required	
35	239,240	4, 3	Grading Required		
36	260,261, 272	4,5,5	Grading Required		
37	237,273	3,3	Grading Required		
38	235, 236	2, 2	Grading Required		
39	233,234	8,6	Grading Required		
40	230	7	Grading Required		
41	229	7	Grading Required		
42	227,228	10,7	Grading Required		
43	225,226	9,10	Grading Required		
44	224	9	Grading Required		
45	258,259	2, 1	Grading Required		
46	256,257	7, 7	Grading Required		
47	255, 274	7, 7	Grading Required		
48	253, 254	8, 5	Grading Required		
49	250,251	9,11	Grading Required		
50	300, 301, 302, 303	8, 6 6, 7	Deep cut drainfield has been pre excavated on this lot-	Grading Required	
51	247, 268	6, 7	Grading Required		

- 2) All wells must be drilled into a protected aquifer. Wells must be grouted with bentonite through the protecting clay stratum to the top of the screen.
- 3) All sewage systems and wells must be owned and maintained by individual homeowners.
- 4) Chemical analysis of water from a test well in this development determined an Iron concentration

of 0.30 mg/l. The maximum recommended secondary standard is 0.3 mg/l. Iron may stain laundered goods and plumbing fixtures and impart a bitter taste. It may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level.

- 5) Chemical analysis of water from a test well in this development determined a total hardness concentration of 320 ppm as calcium carbonate. The maximum recommended standard is 300 ppm. Hardness may cause scaling, plumbing problems, and increase usage of soap and detergent. Softening of the water may result in high sodium concentrations, which should be considered by persons on sodium restricted diets.
- 6) All wells developed in Rock/Shale formation must be tested for explosive gases.
- 7) Any changes in the location of the approved sewage system, major filling, eroding, excavating, paving, flooding of the investigated area, encroachment of any required isolation distances, or new information regarding the suitability of the site may necessitate further investigation or disapproval of the site.
- 8) Due to low yield wells and dry holes, this area has been identified as a well first. It is required that the well be drilled and approved by this Department prior to issuing the sewage permit.
- 9) Basements constructed below the 100-year flood plain shall be water tight and reinforced to withstand the expected hydrostatic pressure from a 100-year flood. No flood drains or plumbing fixtures other than those commonly used for laundry facilities shall be allowed below the 100-year flood plain.



- 10) Units 52-58 of the Mirage Lake Condominium have been found to be unsuitable for individual onsite sewage disposal systems. Accordingly, Developer has or will provide for a Community Septic Field to service Units 52-58, subject to the approval of all relevant governmental authorities, until such time as municipal or private sanitary sewer facilities are provided to the entire Condominium. The Community Septic Field and Community Septic Appurtenances shall be owned by the Co-owners of Units 52-58, and administered by the Developer or entity to which it assigns such rights and responsibilities pursuant to Article II, Section 2.3(e) of the Condominium Bylaws, subject to the oversight of the Health Division and MDEQ.
- 11) All provisions of the Well Advisory and Limited Well Warranty contained in this Article XIV shall also apply to units 52-58, inclusive

Amendment 5 - Not yet recorded

Further, as required by said Health Division, Developer declares the following Well Advisory and makes the following Limited Well Warranty to the initial purchaser of Units 27 through 49 only (Mirage Lake Condominium, Phase 2) and not to said purchaser's heirs or assigns:

WHEREAS, the water supply for each Condominium Unit in Mirage Lake Condominium Phase 2 is to be provided by individual wells; and

WHEREAS, water well records and water quality test results indicate that water quantity and quality are variable and the Developer of Mirage Lake Condominium wish to give purchasers limited assurance that water in sufficient quantity and of acceptable quality will be available to each Condominium Unit prior to sale;

NOW THEREFORE, the Developer of Mirage Lake Condominium, Desert Sand, Inc., a Michigan corporation, in consideration of the initial purchase of a Condominium Unit advises and warrants to the Purchaser and that Purchaser alone and not his heirs and assignees, as follows:

- 1) WATER QUALITY. Analysis of water samples from samples collected from test wells on the Condominium Property have revealed elevated levels of hardness, iron and sulfates.

Elevated levels of hardness and iron are not of a concern from a public health standpoint, but represent aesthetic concerns to the user. Without treatment, high hardness results in the build-up of scale deposits in water heaters and in piping and on plumbing fixtures. High iron levels, without treatment, result in the staining of plumbing fixtures as well as laundry and taste and odor problems. Purchasers may wish to consider the installation and utilization of water treatment units to reduce the levels of hardness and iron.

- 2) WATER QUANTITY. For normal household usage, the water system should be supplied

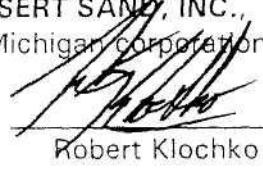


- . by a well capable of delivering a minimum of ten (10) gallons per minute.
- i. LIMITED WARRANTY. The Developer of Mirage Lake Condominium hereby warrants and agrees that no Condominium Unit shall be sold or deed transferred for a particular Condominium Unit to a purchaser until such time as:
 - (1) A well has been completed on the Condominium Unit at Developer's cost which produces a minimum of ten (10) gallons per minute as shown by the results of a pump test of said well conducted for a minimum duration of four hours. Drawdown and recovery data must be submitted to this office (Washtenaw County Environmental Health Division) for review and approval.

WITNESSES:


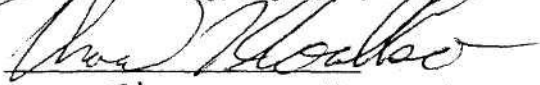
DESERT SAND, INC.,
a Michigan corporation

By:



Robert Klochko

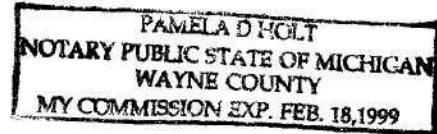
Its: President


Michael A. Kitzline

Thomas Klochko

STATE OF MICHIGAN)
)SS:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 10 day of February, 1997 by Robert Klochko, President of Desert Sand, Inc., a Michigan corporation, on behalf of said corporation.


Notary Public



DRAFTED BY AND WHEN RECORDED RETURN TO:
Mark S. Cohn, Esq.
Seyburn, Kahn, Ginn, Bess,
Deitch and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

EXHIBIT "A"

CONDOMINIUM BYLAWS

MIRAGE LAKE

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

Section 1.1 Formation; Membership.

Mirage Lake, a residential site Condominium Project located in the Charter Township of York, Washtenaw County, Michigan, shall be administered by the Mirage Lake Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master, Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act., Each Co-owner shall be a member in the Association and no other-person or entity shall be entitled to membership. Co-owners: are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions.

Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions.

In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

**ARTICLE II
ASSESSMENTS**

Section 2.1 Assessments Against Units and Co-owners.

All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents

and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association.

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

Section 2.3 Determination of Assessments.

Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which, may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project, to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements, or (3) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of

the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2,6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing seventy (70%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its. Members.

(c) Remedial Assessments. If any Co-owner fails to properly maintain, orrepair his Unit in accordance with the provisions: of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair or the Co-owner's Unit, and an amount equal to one hundred fifty (1 50%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

(d) Working Capital Contribution. Any Co-owner who acquires a Unit from the Developer, shall pay to the Association, on the date said Unit is conveyed to the Co-owner, an amount equal to 1/6th of the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Association's working capital account.

(e) Administration and Assessment of Expenses Associated With Community Septic Field and Community Septic Appurtenances. Prior to sale of Units 52-58, the Developer shall construct and have approved by all relevant governmental authorities, the Community Septic Field and Community Septic Appurtenances referenced in Article IV, Section 4.3(d) of the Master Deed. The Developer shall also establish a Community Septic Appurtenances Trust Fund (the "Fund"), which shall be administered by the Developer or entity to which it assigns such rights and responsibilities as a separate, isolated, interest bearing account not commingled with any other funds. The Developer shall establish the Fund by depositing \$77,000 therein, which represents the Developer's good faith estimate of the replacement cost of the Community Septic Appurtenances. Following the construction of the Community Septic Field and Community Septic Appurtenances, and establishment of the Fund, all costs of maintenance, repair and replacement of the Community Septic Field and Community Septic Appurtenances, including but not limited to, all real property taxes and assessments on Unit 27, all costs of insurance pertaining to Unit 27 and the Community Septic Appurtenances, all costs of maintaining, repairing and replacing the landscaping upon Unit 27, and all costs of maintaining, repairing and replacing the physical improvements constituting the Community Septic Field and Community Septic Appurtenances, shall be incurred by the Developer or entity to which it assigns such rights and responsibilities on behalf of the owners of Units 52-58, and paid from the Fund. The Developer or entity to which it assigns such rights and responsibilities

Amendment 5 - Not yet recorded

shall assess the co-owners of Units 52-58 whatever annual or periodic fees are necessary, in the Developer's (or entity to which it assigns such rights and responsibilities) discretion, to keep the Fund at a level which the Developer or entity to which it assigns such rights and responsibilities and the governing governmental authorities agree will cover the periodic upkeep costs, as well as the complete replacement costs of the Community Septic Field and Community Septic Appurtenances at any point in time. The co-owners of Units 52-58 shall bear such assessments equally, in addition to all other assessments by the Association, and pay 1/7 of all expenses so assessed by the Developer or entity to which it assigns such rights and responsibilities. All such assessments shall be treated as condominium assessments, and the Developer or entity to which it assigns such rights and responsibilities shall have the same security and enforcement rights as the Association has in the collection of Association assessments to collect the same by lien, foreclosure and/or any other process open to the Association for collection of unpaid assessments as set forth in Article II of the Condominium Bylaws and the Michigan Condominium Act. To the extent necessary and possible, the Association will be deemed to have assigned to the Developer or entity to which it assigns such rights and responsibilities its rights to enforce the collection of assessments levied pursuant this Section against the co-owners of Units 52-58. The Developer or entity to which it assigns such rights and responsibilities, and all relevant governmental authorities, and their designated representatives and contractors shall have the right of entry and an easement over Unit 27 and Units 52-58 to fulfill all responsibilities of maintenance, repair and replacement set forth herein. In the event the Developer or entity to which it assigns such rights and responsibilities fails to fulfill any responsibilities imposed upon it by relevant governmental authorities related to the Community Septic Field and Community Septic Appurtenances, the relevant governmental authorities shall have the right and power to perform such required maintenance, repair and replacement and charge the same to the Fund, and enforce assessments for the Fund, in the same manner as the Developer or entity to which it assigns such rights and responsibilities can do so under this subsection and the remainder of Article II of these Condominium Bylaws. In all such situations, however, the Developer's (or entity to which it assigns such rights and responsibilities) liability will be strictly limited to the assets in the Fund, while the liability of the co-owners of Units 52-58, shall be unlimited. The Co-owners of units 52-58 shall at all times indemnify and hold harmless the Association from and against any and all liability, obligation or expense associated with the Community Septic Field and Community Septic Appurtenances, regardless of how arising.

Section 2.4 Apportionment of Assessments and Penalty for Default.

Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in one annual payment, or two semi-annual payments, as determined by the Association Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall

be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment together with the applicable late charges are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units.

No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments.

The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and, upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment/fine or late charge relates and shall be a lien prior to all claims except real, property taxes, and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 1 8.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notices of Action. Notwithstanding the provisions of Section 2.7(b), the¹ Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Washtenaw County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 2.8 Liability of Mortgagees.

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

Section 2.9 Developer's Responsibility for Assessments.

The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by the Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Charter Township of York and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable., for all. assessments and the Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes, possession of the. Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments.

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

Section 2.11 Personal Property Tax Assessment of Association Property.

The Association shall be assessed as the 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 2.12 Construction Liens.

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

Section 2.13 Statement as to Unpaid Assessments.

The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase, agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act., Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all. claims except tax liens in favor of any state, or federal-taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded, pursuant to Section 2.7 have priority over a first mortgage recorded-subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION

Section 3.1 Scope and Election.

Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief.

In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances, provided, however, that before any dispute, claim or grievance may brought by the Association against the Developer as provided for in this Article III, the Association shall first obtain the written consent of sixty (60%) percent of the then existing Co-owners.

Section 3.3 Election of Remedies.

The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-owner, described in Section 144 of the Act.

ARTICLE IV INSURANCE

Section 4.1 Extent of Coverage.

The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by the Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following-provisions:

(a) **Responsibilities of the Association.** All of the insurance referenced in this Section 4.1 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 mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** If applicable and appropriate, General Common Elements of the Condominium Project, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

The Developer or entity to which it assigns such rights and responsibilities shall also be obligated to obtain all necessary insurance upon Unit 27 and the Community Septic Field and Community Septic Appurtenances referenced in Article IV, Section 4.3(d) of the Master Deed until such time as municipal or private sanitary sewer services are made available to the entire Condominium and the Community Septic Field and Community Septic Appurtenances are no longer in use, at which time the owner of unit 27 shall be solely responsible for insuring the same. All premiums for insurance coverage for Unit 27 and the Community Septic Field and Community Septic Appurtenances shall be separately billed by the insurer, paid by the Developer or entity to which it assigns such rights and responsibilities out of the Fund established in accordance with Article II, Section 2.3(e) of these Bylaws, and assessed to the Co-owners of Units 52-58 in accordance with Article II, Section 2.3(e) of these Bylaws.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims.

Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to 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 and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, 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 accomplish the foregoing purposes.

Section 4.3 Co-owner Responsibilities.

Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon, or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation.

The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and 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.

Section 4.5 Indemnification.

Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended

to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 5.1 Co-owner Responsibility for Repair.

Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Repair.

The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates, to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

The Developer or entity to which it assigns such rights and responsibilities, not the Association shall be responsible for reconstruction, repair and replacement of the Community Septic Field and Community Septic Appurtenances referenced in Article IV, Section 4.3(d) of the Master Deed until such time as municipal or private sanitary sewer services are made available to the entire Condominium and the Community Septic Field and Community Septic Appurtenances are no longer in use, at which time such obligation will cease. In the event proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such repair or reconstruction, or upon completion thereof, there are insufficient sums in the Fund established in accordance with Article II, Section 2.3(e) of these Bylaws to fully pay for the costs of repair or reconstruction, the Developer or entity to which it assigns such rights and responsibilities shall equally assess the Co-owners of Units 52-58 for such deficiency in accordance with Article II, Section 2.3(e) of these Bylaws.

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Section 5.3 Timely Reconstruction and Repair.

If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain.

Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) Taking of a Unit or Related Improvements. In the event all or a portion of a Unit or any improvements thereon, are taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) Taking of Common Elements. If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than 50% in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold a majority in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing 66-2/3% or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.5 Notification of FHLMC.

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

Section 5.6 Priority of Mortgage Interests.

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

ARTICLE VI RESTRICTIONS

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

Section 6.1 Residential Use.

No Unit in the Condominium shall be used for other than single-family residential purposes as defined by the Charter Township of York Zoning Ordinance, and the Common Elements shall be used only for purposes consistent with the use of single-family residences, except for Unit 27 which may be used for the purposes of the Community Septic Field and Community Septic Appurtenances referenced in Article IV, Section 4.3(d) of the Master Deed until such time as municipal or private sanitary sewer services are made available to the entire Condominium and the Community Septic Field and Community Septic Appurtenances are no longer in use, at which time such use will again be restricted to single-family residential purposes.

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No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and an attached side or rear entry garage containing not less than two (2), nor more than four (4) parking spaces for the sole-use of the Co-owner or occupants of the dwelling. No dwelling shall exceed three, and one-half (3-1/2) stories or forty-eight:(48) feet in height. No Co-owner shall move a used house onto any Unit and no manufactured or pre-fabricated houses shall be allowed on any Unit. No other accessory building, storage shed or structure may be erected in any manner or location within a Unit.

Notwithstanding the foregoing, Developer may grant an exception to the above-referenced requirement that the attached garage be designed for side or rear entry, to the Co-owners of Units 1 through 7, inclusive, whose ingress and egress are from Crane Road, a public road located outside the Project, due to the difficult topography of such Units; and the Developer, during the Construction and Sale Period, and thereafter the Association, shall also be entitled to grant exceptions to the above-referenced requirement that the attached garage be designed for side or rear entry, to a Co-owner of a Unit who demonstrates to the satisfaction of Developer or, if applicable, the Association, that an exception to the requirement that the attached garage be designed for side or rear entry as to said Co-owner will not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the Co-owner on such Unit. Any exception granted to a Co-owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of the requirement that the attached garage be designed for side or rear entry as to any other Unit or Co-owner.

Section 6.2 Dwelling, Quality and Size.

In order to insure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by the Developer, all dwellings shall be constructed in accordance with all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, or the Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of attached garages, walk-out basements, steps, open and/or closed porches, breezeways and similar facilities shall be One Thousand Eight

Hundred (1,800) square feet for one-story dwellings with a walk-out basement and Two Thousand Two Hundred (2,200) square feet for one-story dwellings without a walk-out basement; and Two Thousand Fifty (2,050) square feet for all other dwellings with a walk-out basement and Two Thousand Three Hundred Fifty (2,350) square feet for all other dwellings without a walk-out basement. The maximum Unit coverage for any dwelling shall not exceed thirty (30%) percent of the total Unit.

Notwithstanding the foregoing, the Developer, during the Construction and Sale Period, and thereafter the Association, shall be entitled to grant exceptions to the above-referenced minimum square footage restriction to a Co-owner of a Unit who applies for such exceptions; provided said Co-owner demonstrates to the satisfaction of the Developer or, if applicable, the Association, that a reduction in the square footage requirement as to said Co-owner will not adversely affect the quality of the Project or lessen the value of the homes surrounding the home to be constructed by the Co-owner on such Unit. Any exception granted to a Co-owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Unit or Co-owner.

Section 6.3 Location of Dwelling and Improvements.

In order to enhance aesthetic and design harmony within the Project and to preserve the natural features that are located within the Project, and to insure compliance with the site plan for the Project that was approved by the Charter Township of York in accordance with the PUD referenced in Article X of the Master Deed, as part of its architectural review under Section 6.23 of these Bylaws, Developer shall have the right to specify the location of the dwelling and attached garage, well, septic tank, septic field and related facilities, within each Unit. All dwellings and other structures shall be located on each Unit in accordance with the Charter Township of York's requirements set forth in its zoning ordinance.

Section 6.4 Driveways.

Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of asphalt, concrete, or brick pavers, and shall be completed, weather permitting, prior to occupancy. Plans for driveways, pavement edging or markers must be approved by the Developer in writing prior to commencing any construction in accordance with such plans.

Section 6.5 Building Materials.

Exterior building materials on dwellings and attached garages may be stone, brick, wood siding, or stucco/dryvit, provided that not less than fifty (50%) percent of the exterior area of the dwelling and the attached garage is covered with brick and/or stone, or any other material blending with the architecture and natural landscape which is approved by the Developer in its sole discretion. In addition, all one-story dwellings and at least the bottom half of all other dwellings, shall have brick and/or stone on all sides of the exterior of the house. Any exposed exterior wall of a walk-out lower level (basement) shall have an exterior finish material of brick and/or stone.

Section 6.6 Home Occupations, Nuisances and Livestock.

No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time upon the Common Elements and an animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. All pet owners shall clean up after their animals while on the General Common Elements... No burning of refuse shall be permitted outside; the dwelling. No. occupied, or. unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash..

Section 6.7 Temporary Buildings, Damaged Dwellings and Reconstruction.

No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by the Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged: or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by the Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of the Developer.

Section 6.8 Soil Removal.

Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by the Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

Section 6.9 Underground Wiring.

No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

Section 6.10 Tree Removal.

Trees may be removed from any area within a Unit that Developer has approved for the location of a dwelling and attached garage. Subject to the foregoing, clear-cutting or removal by any person other than the Developer of living trees of greater than ten (10) inches diameter measured one (1) foot from ground level shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances of the Charter Township of York, and has been approved in writing by the Developer during the Construction and Sales Period and thereafter by the Association.. Prior to commencement of, construction, each Co-owner shall submit, to the Developer for its approval a plan for the preservation of trees, in connection with the construction process. It shall be the responsibility of each Co-owner to maintain and preserve all large trees on his Unit, which responsibility includes welling trees, if necessary.

Section 6.11 Performance of Construction.

No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.12 Vehicular Parking and Storage.

No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle of a size exceeding garage capacity may be parked temporarily in its Co-owner's driveway for a period not to exceed three (3) days for the purpose of loading and unloading such vehicle prior to and following its use.

Section 6.13 Garbage and Refuse.

Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Charter Township of York, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Charter Township of York for such services. If the Charter Township of York does not have a mandatory

rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

Section 6.14- Fences; Obstructions.

No fences, walls or similar structures shall be erected on any Unit except for fences enclosing swimming pools approved by Developer under Section 6.17, and retaining walls if approved by Developer. In no event shall chain link fences be permitted on any Unit. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point thirty (30) feet from the intersection of such street lines, which shall have a height that is more than three (3) feet; provided, however, shade trees with wide branches which are at least ten (10) feet above ground shall be permitted within such area.

Section 6.15 Landscaping and Grass Cutting.

Upon completion of a residential dwelling on any Unit, the Co-Owner shall cause such Unit to be finish graded, sodded or seeded (except the rear twenty (20') feet of a Lakefront Unit shall only be sodded), and suitably landscaped as soon after such completion as weather permits, and in any event within seven; (7) months from the date, of completion, except for dwellings completed between May 1 and September 1, which shall be suitably landscaped within three (3) months from the date of completion.: Hydroseeding may be permitted, provided the Co-Owner receives prior written approval from Developer before hydroseeding, and further provided the Co-Owner uses a hydroseed grass mix acceptable to Developer and properly protects the perimeter of the Unit with silt fencing and/or other protective soil erosion measures in compliance with the Michigan Soil Erosion and Sedimentation Control Act and in accordance with the Developer's requests. When weeds or grass located on any Unit exceed six (6) inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved until paid. All Units owned by the Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.15. Upon conveyance of any Unit by the Developer or a builder to an Co-owner other than the Developer or a builder, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.15.

Section 6.16 Motorized Vehicles; Firearms.

No motorized bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

Section 6.17 Swimming Pools, and Other Structures.

No swimming pools, outdoor whirlpools, hot tubs, wood decks, swingsets, tennis courts, basketball hoops and backboards or other recreational structures shall be constructed on any Unit without the prior written approval of the Developer. NO ABOVE-GROUND SWIMMING

POOLS IN EXCESS OF ONE-FOOT ABOVE GRADE SHALL BE ALLOWED ON ANY UNIT. Any swimming pool or other recreational structure which has been approved in writing by the Developer shall be constructed in accordance with all applicable local ordinances and state laws.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards and must otherwise comply with all applicable rear yard setback requirements imposed by the Charter Township of York. ALL AIR CONDITIONING COMPRESSOR UNITS AND WATER PUMPS MUST ALSO BE LOCATED IN THE REAR YARD OF A UNIT ADJACENT TO THE DWELLING AND MUST BE SCREENED FROM THE LAKE OR ANY STREET LYING WITHIN THE PROJECT BY EVERGREEN HEDGE OR OTHER VISUAL BARRIER AS APPROVED IN WRITING BY THE DEVELOPER.

Section 6.18 Signs; illumination; Mailboxes.

No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, the Developer; with the exception of one (1) non-illuminated, sign which is not more than~ five (5) square feet in: area pertaining .only to the sale, of the. Unit upon which it is. maintained, or one (1) non-illuminated sign of not more than ten (10) square feet used by a builder during the Construction and Sales Period to advertise the Unit upon which it is maintained or the Condominium Project. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by the Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by the Developer. The Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Project.

The Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the fixtures as common lighting as provided in Section 4.1 (c) of the Master Deed. Some of the common lighting may be installed within the right of way of the public road running through the Condominium Project or on the General Common Elements. The cost of providing electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. The fixtures will operate on photoelectric cells, and shall remain lit at all times determined by the Association.

All mailboxes installed within the Units shall be of a uniform size and color and shall be the Mailmaster Plus 5402 model, or if this mailbox is not available, the mailbox must otherwise meet the uniformity standards established by Developer during the Construction and Sales Period, and by the Association thereafter. Each Co-owner shall

be responsible for the maintenance, repair and replacement of the mailbox used by the Co-owner. No separate newspaper holders shall be installed on any mailbox or anywhere else within the Condominium Project. All names and addresses on mailboxes shall be a uniform two (2") inches in height.

Section 6.19 Objectionable Sights.

No above or below ground fuel or other storage tanks shall be permitted within a Unit without the Developer or the Association's prior written consent. Any above ground storage tanks permitted by the Developer or the Association shall be completely screened from view from any area outside of the Unit in which the storage tank is located with evergreen hedges or other appropriate landscaping. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit without the prior written consent of Developer. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling. No television or radio antennae or satellite dish shall be constructed or erected upon the exterior of any dwelling on any Unit, without the prior written approval of the Developer, except those satellite dish/antenna which are less than twenty-four (24") inches in diameter. Any permitted satellite dish/antenna which is installed in the yard of any yard shall be properly screened from view as provided for in this Section 6.19.

Section 6.20 Maintenance.

The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways, walkways and sidewalks within his/her Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways and sidewalks. Each Co-owner shall also use due care; to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair and restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration.

During the Construction and Sale Period, any damage to roads, road shoulders, ditches and right-of-way, drainage ways, underground utility lines, sedimentation controls, or any Common Element from the construction activities of any Co-owner, or their contractors and agents, shall be repaired at the sole cost and expense of such responsible Co-owner. Damage shall be defined by the Washtenaw County Road Commission (the "Road Commission"), the Washtenaw County Drain Commission (the "Drain Commission"), or Developer, as the case may be, including but not limited to,

broken or cracked pavement, squashed or damaged culverts and catch basins, ruts in drainage ways and right-of-ways, soil erosion and sedimentation, and improper grading. If damage occurs, Developer shall give written notice to the responsible Co-owner as to the extent of such damage. The Co-owner shall repair such damage within thirty (30) days from receipt of written notice. Time extensions may be granted due to adverse weather conditions, if such damage is not repaired to the reasonable satisfaction of the Road Commission, Drain Commission, or Developer, as the case may be, following the expiration of such thirty (30) day period, or any extension thereof, Developer shall have the right to repair, or cause to be repaired, such damage and assess the cost against such Unit; provided, however, such cost shall not exceed the reasonable cost for performing such work. Any costs shall be due and payable thirty (30) days from the date the Co-owner receives a statement and shall constitute a lien against such Unit and shall be collected in the manner set forth in Article II. In addition to the foregoing, Developer may take such other action available at law or in equity.

Section 6.21 Restrictions Regarding Lake and Lakefront Units.

The Lake and all Lakefront Units and Common Elements abutting the Lake shall be subject to the following restrictions:

(a) All shorelines of Units 1 through 21, inclusive (individually, a "Lakefront Unit", collectively, the "Lakefront Units"), and Common Elements abutting the Lake shall be secured with vegetation which shall be maintained in order to prevent erosion of the shoreline. No deciduous trees, shrubs or bushes of any kind shall be planted¹ within fifty (50) feet of any Lakefront Unit shoreline. Evergreen trees and shrubs shall be permitted to be installed within fifty (50) feet of the shoreline of a Lakefront Unit, but no closer than ten (10) feet from the shoreline. No landscaping other than sod may be installed within ten (10) feet of the shoreline of a Lakefront Unit. All air conditioning-compressor units and water pumps must be screened from the Lake by evergreen hedge or other visual barrier as provided for in Section 6.17 of these Bylaws. In addition, any Co-owners of Lakefront Units who use grass seed or hydroseed to satisfy the landscaping requirements of Section 6.15 of these Bylaws shall properly protect the shoreline of their Lakefront Unit with silt fencing and other protective soil erosion measures as required by the Developer to protect the Lake.

(b) The Association shall be responsible for the maintenance and repair of the Lake and all improvements installed to maintain the Lake, including the Lake Level Control Structure installed to maintain the Lake's water level. The Developer during the Construction and Sales Period, and thereafter the Association, reserves the right to alter the water level of the Lake to a level no more than two (2') feet above the Lake's high water level, subject to the ordinances, rules and regulations of any governmental entities having jurisdiction over the Lake and any maintenance agreements entered into between the Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Lake.

(c) The Lake is a General Common Element and may be used by all Co-owners for recreation purposes as provided for in this Section 6.21. All Co-owners who do not own Lakefront Units shall only access the Lake by using the General Common Element located on the northerly shore of the Lake, as identified on the

Condominium Subdivision Plan, or the lake access located between Units 9 and 10. No improvements or structures shall be installed within the Lake, other than improvements and structures which are directly necessary for the proper functioning of the Lake, except the Co-owner of a Lakefront Unit may install one (1) dock along the shoreline of his/her Lakefront Unit, subject to the approval of the Developer as provided for in these Bylaws. No dock shall exceed twenty (20') feet in length, extend more than twenty (20') feet from the shoreline or be wider than five (5') feet. No Co-owner other than the Co-owner of a Lakefront Unit shall install a dock within the Lake.

(d) No internal combustion engine-operated vehicles or watercraft of any kind, including jet skis, waverunners, similar watercraft, snowmobiles, or all-terrain vehicles shall be allowed within or on the Lake. However, electrically powered watercraft, sailboats and human-powered watercraft such as paddle boats, canoes and rowboats shall be permitted. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep, and activities allowed within the Lake as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation of the Lake. However, no diving shall be permitted on or within the Lake and neither the Developer nor the Association shall be required to provide, lifeguards for the Lake. Accordingly, all Co-owners and their permitted invitees and guests shall proceed at their own risk when using the Lake for any of the aforementioned permitted activities.

Section 6.22 Structures in Limited Common Elements and Easements: Maintenance.

No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of the Developer, during the Construction and Sales Period, and by the Association thereafter. Each Co-owner shall be responsible for maintenance of the public right-of-way located in front of his/her Unit between the Unit lines and the edges of street pavements on which said Units abut. If a ditch or drainage course exists within such right-of-way, then the Co-owner shall be responsible for the maintenance thereof. The standard for maintenance of the right-of-way shall be the same as that set forth in Section 6.18 above. Maintenance of any ditch or drainage course shall also include the duty to provide positive storm water drainage/flow through the ditch from one side of the Unit to the other, free from obstruction by the intentional or accidental placement of earth materials, vegetation, debris, construction materials and the like. In the event a Co-owner fails to maintain his/her right-of-way as provided for herein, Developer, during the Construction and Sales Period, and the Association thereafter shall give written notice to the Co-owner of their failure to maintain and the remedial actions necessary to properly maintain. The Co-owner shall complete such maintenance within fifteen (15) days from receipt of written notice. Time extensions may be granted due to adverse weather conditions. If such maintenance is not completed to the reasonable satisfaction of Developer or the Association, as the case may be, following the expiration of such fifteen (15) day period, or any extension thereof, Developer or the Association, as the case may be, shall have the right to enter upon the Co-owner's Unit, complete the required work and assess the cost against such Unit; provided, however, such cost shall not exceed the reasonable cost for performing such work. Any costs shall be due and payable thirty (30) days from the date the Co-owner receives a statement and shall constitute a lien against such Unit and shall be collected in the manner set forth in Article II. In addition to the foregoing,

Developer or the Association, as the case may be, may take such other action available at law or in equity.

Section 6.23 Architectural Controls.

It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specification are submitted to, and approved in writing by, the Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of the Developer, or with any agent specified by the Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request); the approximate cost of such building or other structure; the proposed drainage of surface water; the location and grade of the septic tank, septic field and related facilities, the well and all buildings, structures and improvements; and the utilities and parking areas for the subject Unit. A Co-owner shall submit, two (2) copies of the foregoing documents, and Developer shall have the right to retain one (1) copy for its records. The Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. The Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of the Developer, for aesthetic or other reasons. In considering such plans and specifications, the Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical. Notwithstanding anything to the contrary contained herein, all decisions made by Developer as provided for herein shall be subject to and shall not supersede the PUD or any law, ordinance, rule or regulations of any governmental authority having jurisdiction over the Condominium Project.

A report in writing setting forth the decision of the Developer, and the reasons for such decision, shall be furnished by the Developer to the applicant within thirty (30) days from the date the Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. The Developer will aid and cooperate with prospective builders and make suggestions based upon its review of preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. If the Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.23 within thirty (30) days from the date they are submitted, the Developer shall be deemed to have rejected the plans and specifications. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither the Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. The Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, or a committee designated by Developer, shall have the right to exercise the architectural controls described in this Section 6.23. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section 6.23 shall be exercised by the Board of Directors of the Association.

Section 6.24 Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.

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

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of the Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

Section 6.25 Rules and Regulations.

It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such

regulation or amendment may be revoked at any time by the affirmative vote of greater than 50% of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 6.26 Reserved Rights of Developer.

(a) Developer's Rights In Furtherance of Development and Sales.

None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section 6.26 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII MORTGAGES

Section 7.1 Notice to Association.

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

Section 7.2 Insurance.

The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 Notification of Meetings.

Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 8.1 Vote.

Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate, to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 Eligibility to Vote.

No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 Designation of Voting Representative.

Each Co-owner shall file with the Association a written notice 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 the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to

be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum.

The presence in person or by proxy of Co-owners representing fifty (50%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting.

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

Section 8.6 Majority.

When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX MEETINGS

Section 9.1 Place of Meeting.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting.

The First Annual Meeting of members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-Developer Co-owners of 75% of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents

refers to the maximum number of Units which the Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 Annual Meetings.

Annual meetings of Association Members shall be held, not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business Association as may properly come before them.

Section 9.4. Special Meeting.

The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings.

The Secretary (or other Association officer in the secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days but not more than 60 days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 Adjournment.

If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with

Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting.

If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within 120 days following the, conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3), non-Developer Co-owners. The Committee shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. The Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors.

The Board of Directors shall be comprised of five (5) Directors. At such time as the non-Developer Co-owners are entitled to elect all five (5) members of the Board of Directors in accordance with Section 11.2 below, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 Election of Directors.

(a) **First Board of Directors.** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) **Appointment of Non-developer Co-owners to Board prior to First Annual Meeting.** Not later than 120 days following the conveyance to non-

Developer Co-owners of legal or equitable title to 25% of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 1 20 days following the conveyance to non-Developer Co-owners of legal or equitable title to 50% of the Units that may be created, two (2) members of the Board of Directors shall be elected by non-Developer Co-owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to the Developer of the Director elected, the Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he/she is removed pursuant to Section 11.7 or he/she resigns or becomes incapacitated.

(c) Election of Directors at and after First Annual Meeting.

(i) Not later than 1 20 days following the conveyance to non-Developer Co-owners of legal or equitable title to 75% of the Units that may be created, the non-developer Co-owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least two (2) Directors so long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than 75% of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11,2(b) or 11.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) above, or if the product of the number of members

of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate two (2) Directors as provided in subsection (i) above.

(iv) At such time as the non-Developer Co-owners are entitled to elect all of the Directors, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties.

In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
- (b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing 75% of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 6.25 of these Bylaws.

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

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

Section 11.5 Management Agent.

The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 1 1 .3 and 1 1 .4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 Vacancies.

Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 1 1.2(b).

Section 11.7 Removal.

At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting.

The first meeting of the elected Board of directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 Regular Meetings.

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

Section 11.10 Special Meetings.

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

Section 11.11 Quorum and Required Vote of Board of Directors.

At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting.

Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 17.13 Participation in a Meeting by Telephone.

A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 17.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds.

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

Section 11.15 Compensation.

The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent 60% or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII OFFICERS

Section 12.1 Selection of Officers.

The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of president and vice-president, may be held by one person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies.

Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 President.

The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice

President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary.

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

Section 12.6 Treasurer.

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

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE

Section 14.1 Records.

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

Section 14.2 Fiscal Year.

The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts.

The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions.

To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions In The Right Of The Association.

To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and

amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper..

Section 15.3 Insurance.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses Of Successful Defense,

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper.

Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance.

Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents.

The indemnification provided in this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law.

In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI AMENDMENTS

Section 16.1 By Developer.

In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, during the Construction and Sales Period and for a period of two years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal.

Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting.

If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting.

These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of the Developer.

Section 16.5 Effective Date of Amendment.

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

Section 16.6 Binding Effect.

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

ARTICLE XVII COMPLIANCE

The Association or any 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 Act, the Act shall govern.

ARTICLE XVIII REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1 Legal Action.

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

Section 18.2 Recovery of Costs.

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

Section 18.3 Removal and Abatement.

The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines 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 Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven 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 Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$ 1 00 for any subsequent violation.

Section 18.5 Non-waiver of Rights.

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

Section 18.6 Cumulative Rights, Remedies and Privileges.

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

Section 18.7 Enforcement of Provisions of Condominium Documents.

A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for

injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XX SEVERABILITY

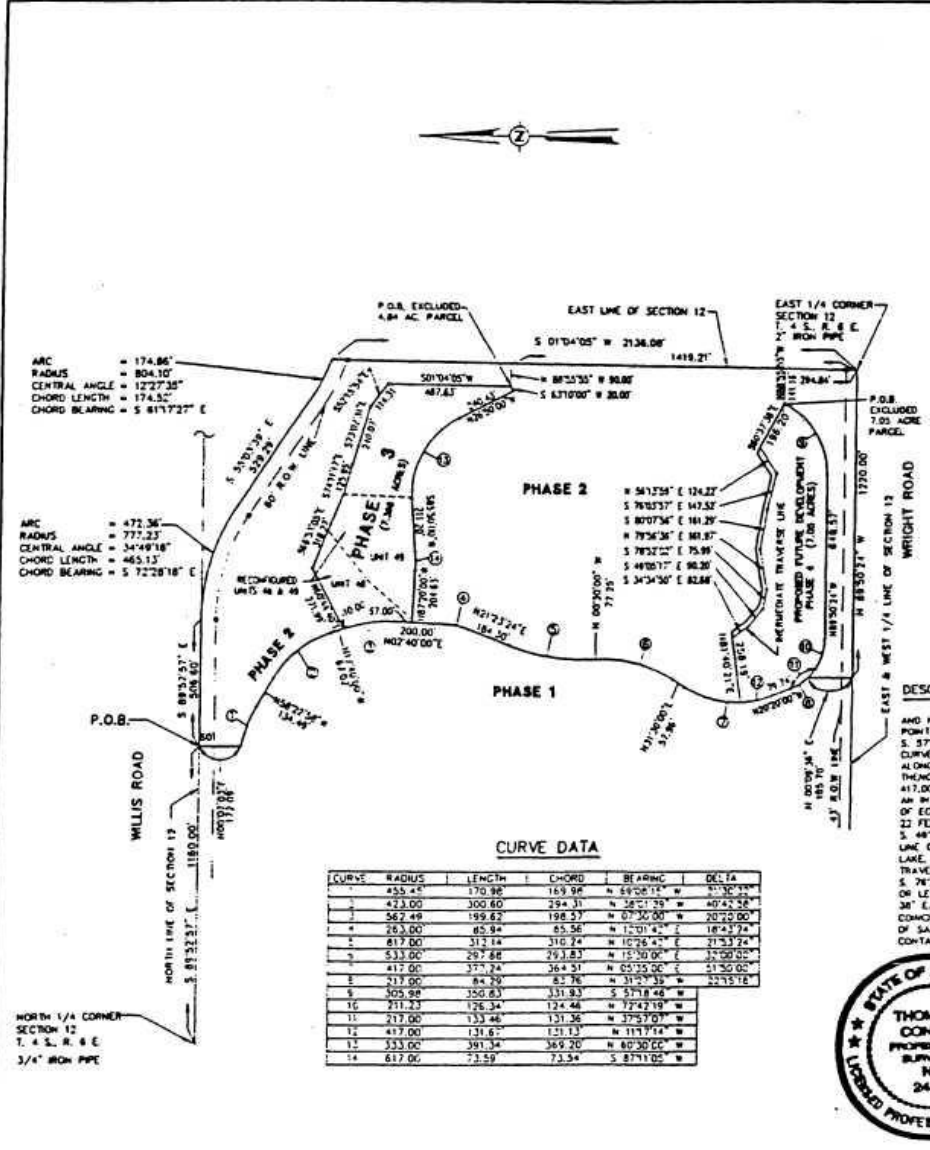
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

Exhibit B-Replat

Note that the attached replat is for Amendment 4- Amendment 5's replat has not yet been recorded.

Amendment 5 - Not yet recorded

5319993
 Rev. 11 of 16
 02/28/2002 01:14P
 Peggy H. Haines - Washenau Co. Deed L-4153 P-919



ARC = 174.86'
 RADIUS = 804.10'
 CENTRAL ANGLE = 127° 38'
 CHORD LENGTH = 174.52'
 CHORD BEARING = S 81° 17' 22" E

ARC = 472.36'
 RADIUS = 777.23'
 CENTRAL ANGLE = 144° 48' 18"
 CHORD LENGTH = 465.13'
 CHORD BEARING = S 72° 28' 18" E

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
1	455.45'	170.86'	169.96'	N 59° 08' 12" W	81° 30' 55"
2	423.00'	300.60'	294.31'	N 28° 17' 39" W	107° 42' 58"
3	567.48'	189.63'	198.37'	N 07° 30' 00" W	207° 02' 00"
4	283.00'	65.94'	65.56'	N 12° 01' 52" E	18° 43' 24"
5	817.00'	312.14'	310.24'	N 10° 26' 42" E	31° 53' 24"
6	533.00'	297.88'	293.83'	N 15° 30' 00" E	32° 00' 00"
7	417.00'	377.24'	364.31'	N 05° 25' 00" E	31° 50' 00"
8	713.00'	84.20'	83.38'	N 31° 23' 33" W	52° 15' 18"
9	305.00'	150.03'	131.83'	S 57° 18' 48" W	32° 00' 00"
10	271.23'	126.34'	124.46'	N 72° 42' 19" W	17° 00' 00"
11	217.00'	133.46'	131.36'	N 37° 57' 07" W	52° 00' 00"
12	417.00'	131.67'	131.13'	N 11° 17' 14" W	17° 00' 00"
13	333.00'	381.34'	369.20'	N 80° 30' 00" W	98° 00' 00"
14	617.00'	73.59'	73.54'	S 87° 11' 05" W	12° 00' 00"

NOTE: SEE SHEET 1 FOR DESCRIPTION OF OVERALL PARCEL
PARCEL BEING ADDED BY REPLAT NO. 3 (INCLUDES RECONFIGURED PORTIONS UNITS 48 & 49 FROM PHASE 2)

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S. R. 4 E. YORK TOWNSHIP, WASHINGTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 01° 04' 05" E. 1418.21 FEET ALONG THE EAST LINE OF SAID SECTION 12 AND N. 80° 35' 55" W. 90.00 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 12, PROCEEDING THENCE FROM THIS POINT OF BEGINNING S. 63° 10' 00" W. 20.00 FEET; THENCE N. 28° 50' 00" W. 240.43 FEET; THENCE 391.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 333.00 FEET, CHORD BEARING N. 80° 30' 00" W. 368.29 FEET); THENCE S. 85° 50' 00" W. 211.20 FEET; THENCE 73.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 817.00 FEET, CHORD BEARING S. 89° 15' 00" W. 73.54 FEET); THENCE N. 87° 20' 00" W. 204.83 FEET; THENCE N. 02° 40' 00" E. 67.00 FEET; THENCE 198.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS 562.48 FEET, CHORD BEARING N. 07° 30' 00" W. 198.57 FEET); THENCE N. 17° 40' 00" W. 10.00 FEET; THENCE N. 60° 44' 40" E. 271.99 FEET; THENCE S. 64° 53' 05" E. 318.27 FEET; THENCE S. 74° 11' 17" E. 125.85 FEET; THENCE S. 73° 02' 31" E. 240.07 FEET; THENCE S. 52° 15' 54" E. 114.31 FEET; THENCE S. 01° 04' 02" W. 487.83 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 7.38 ACRES AND IS SUBJECT TO EASEMENTS, RIGHTS AND RESTRICTIONS OF RECORD.

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT PHASE 4

BEGINNING AT A POINT DISTANT N. 01° 04' 05" E. 294.84 FEET ALONG THE EAST LINE OF SAID SECTION 12 AND N. 80° 35' 55" W. 141.18 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 12; PROCEEDING THENCE FROM THIS POINT OF BEGINNING 350.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 303.94 FEET, CHORD BEARING S. 37° 18' 46" W. 331.83 FEET); THENCE N. 80° 30' 24" W. 648.57 FEET; THENCE 128.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 211.23 FEET, CHORD BEARING N. 72° 42' 19" W. 124.46 FEET); THENCE 133.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 217.00 FEET, CHORD BEARING N. 37° 57' 07" W. 131.36 FEET); THENCE N. 20° 20' 00" W. 78.24 FEET; THENCE 131.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 417.00 FEET, CHORD BEARING N. 11° 17' 14" W. 131.13 FEET); THENCE N. 81° 40' 21" E. 258.18 FEET TO A POINT ON AN INTERMEDIATE TRANSVERSE LINE, SAID LINE LYING 22 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE; THENCE ALONG SAID INTERMEDIATE TRANSVERSE LINE ON THE FOLLOWING THREE COURSES LYING 22 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, 79° 36' 36" E. 161.87 FEET, AND S. 80° 07' 56" E. 181.29 FEET; THENCE ALONG SAID INTERMEDIATE TRANSVERSE LINE, SAID LINE LYING 19 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, S. 78° 03' 37" E. 143.52 FEET; THENCE ALONG SAID INTERMEDIATE TRANSVERSE LINE, SAID LINE LYING 24 FEET, MORE OR LESS, SOUTHERLY OF THE SOUTHERLY LINE OF ECHO LAKE, N. 56° 17' 38" E. 124.22 FEET; THENCE S. 80° 37' 38" E. 198.20 FEET TO THE POINT OF BEGINNING. THE NORTHERLY LINES OF SAID PARCEL ARE INTENDED TO BE CONSIDERED WITH THE SOUTHERLY SHORE LINE OF ECHO LAKE AND THE MOST EASTERLY AND WESTERLY LINES OF SAID PARCEL SHALL BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH SAID SHORE LINE. PARCEL CONTAINS 7.05 ACRES MORE OR LESS AND SHALL BE SUBJECT TO EASEMENTS, RIGHTS AND RESTRICTIONS OF RECORD.



Thomas J. Condon

PROPOSED DATED FEBRUARY 1, 2002

DESCRIPTION SHEET

SHEET 2 OF 8

THIS INSTRUMENT IS THE PROPERTY OF URBAN ENGINEERING CO. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF URBAN ENGINEERING CO.

URBAN ENGINEERING CO.
 6746 ALLEN ROAD
 ALLEN PARK, MICHIGAN 48101
 18191 989 - 6198

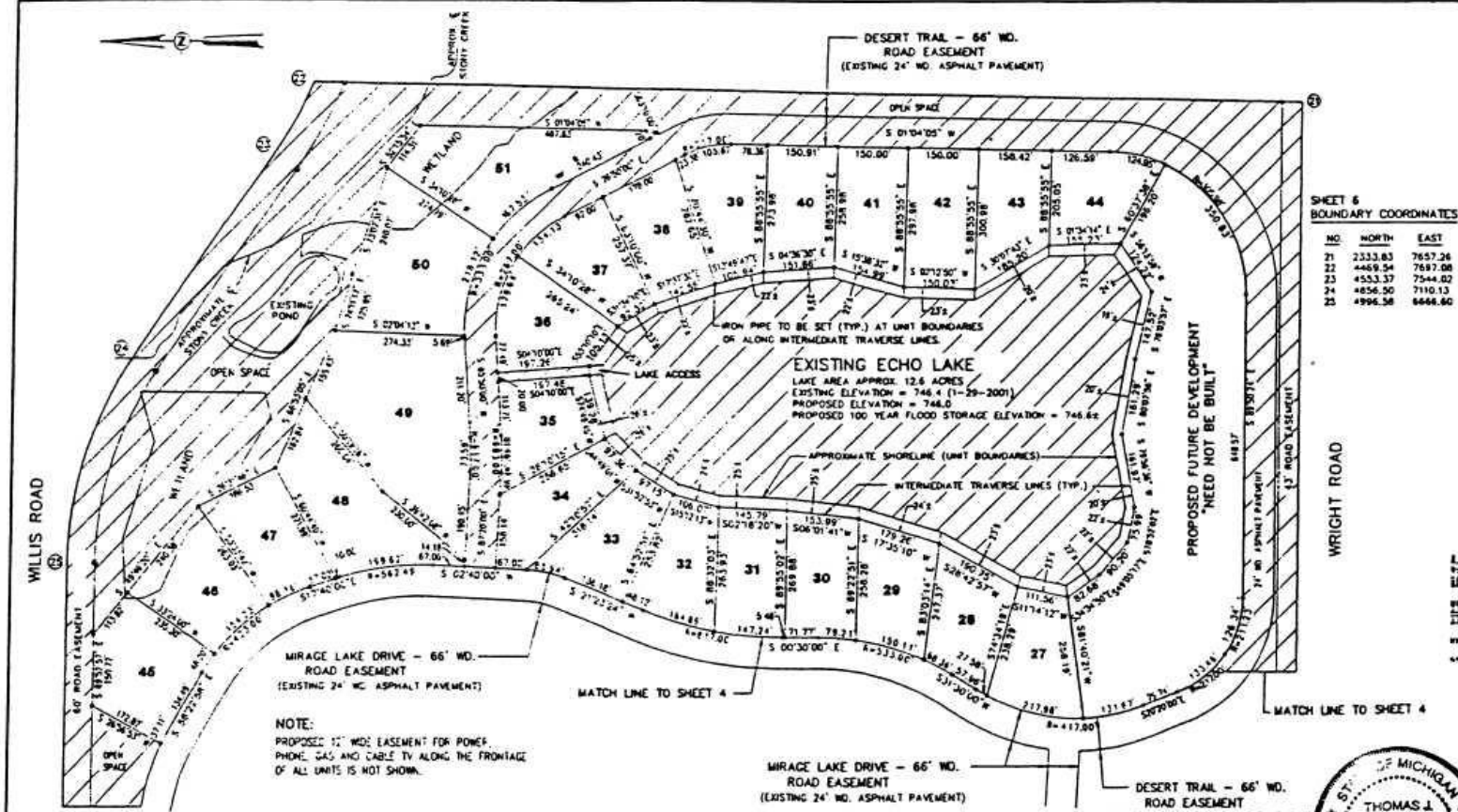


NO.	DATE	REVISION
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2	02/01/02	ISSUED FOR RECORD
3	02/01/02	ISSUED FOR RECORD
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5	02/01/02	ISSUED FOR RECORD
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50	02/01/02	ISSUED FOR RECORD

PART OF THE NORTHEAST 1/4 OF SECTION 12, T. 4 S. R. 4 E. YORK TOWNSHIP, WASHINGTON COUNTY, MICHIGAN

18788-COHD

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 Page 13 of 15
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 L-4153 P-819
 Peggy N. Haines - Washenau Co. DRAIN



SHEET 6
BOUNDARY COORDINATES

NO.	NORTH	EAST
21	2333.83	7657.26
22	4469.54	7687.08
23	4553.37	7544.02
24	4856.50	7110.13
25	4996.58	6466.80

NOTE:
 PROPOSED 12" WIDE EASEMENT FOR POWER,
 PHONE, GAS AND CABLE TV ALONG THE FRONTAGE
 OF ALL UNITS IS NOT SHOWN.

UNIT COORDINATE LOCATION & SIZE DATA

UNIT NO.	NORTH	EAST	SQ. FT. ±	UNIT NO.	NORTH	EAST	SQ. FT. ±
34	4061.70	6812.34	45,000	28	3141.77	6464.00	43,876
33	3791.65	6583.75	43,801	27	2797.75	6340.70	43,740
32	3791.65	6583.75	43,813	45	4666.84	6472.52	52,151
31	3436.27	6510.01	43,768	46	4666.84	6472.52	47,459
30	3436.27	6510.01	43,703	47	4408.32	6631.60	44,523
29	3141.77	6464.00	44,226	48	4408.32	6631.60	65,722
28	3141.77	6464.00	43,876	49	4134.33	6671.60	109,779
27	2797.75	6340.70	43,740	50	4084.62	7358.07	74,265
44	2878.82	7551.41	44,039	51	4084.62	7358.07	72,512
43	2878.82	7551.41	43,729				
42	3187.19	7557.15	46,375				
41	3187.19	7557.15	45,225				
40	3468.05	7562.76	43,689				
39	3468.05	7562.76	46,808				
38	3848.06	7448.96	46,196				
37	3848.09	7448.96	43,753				
36	4070.32	7072.52	44,351				
35	4061.70	6812.34	43,857				

- NOTES:
- COORDINATE VALUES ARE RELATED TO A 3/4" PIPE FOUND AT THE NORTH 1/4 CORNER OF SEC. 12, AS RECORDED IN L. 1825, P. 662, WASHENAU COUNTY RECORDS, THE COORDINATE VALUE OF WHICH IS N 5000', E 5000'. DIMENSIONS ALONG CURVES ARE ARC DIMENSIONS.
 - UNITS WILL BE SERVICED BY INDIVIDUAL WELLS FOR WATER & INDIVIDUAL SEPTIC FIELDS FOR SANITARY SEWER.
 - ROAD EASEMENTS ARE SUBJECT TO ACCEPTANCE BY THE WASHENAU COUNTY ROAD COMMISSION. SEE SURVEY PLAN, UTILITY PLANS AND ECHO LAKE DRAINAGE DISTRICT EASEMENT PLAN FOR OTHER EASEMENTS.
 - ± MEANS MORE OR LESS.

- LEGEND
- 30 UNIT NUMBERS
 - GENERAL COMMON ELEMENT
 - UNIT COORDINATE LOCATION
 - IRON PIPE TO BE SET
 - IRON PIPE TO BE SET
 - CONCRETE MONUMENT TO BE SET
 - MORE OR LESS

PROPOSED DATE FEBRUARY 1, 2002
SITE PLAN UNITS 27-51
 0 100 200 400
 1" = 100'
MIRAGE LAKE CONDOMINIUM
 SHEET 6 OF 8



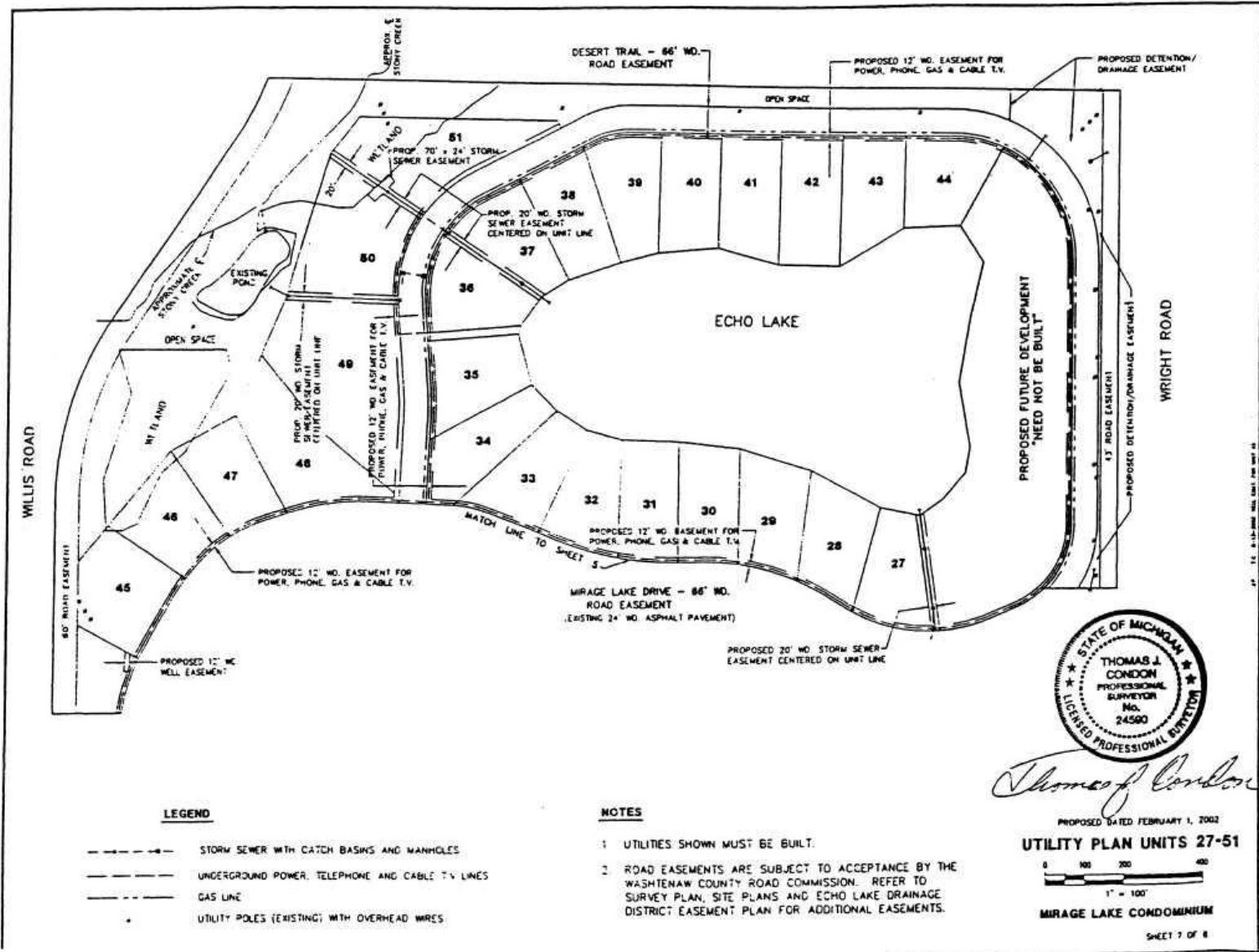
URBAN ENGINEERING CO.
 8748 ALLEN ROAD
 ALLEN PARK, MICHIGAN 48101
 9131 363 - 8155

STATE OF MICHIGAN
 THOMAS J. CONDON
 PROFESSIONAL SURVEYOR
 No. 24880
 LICENSED PROFESSIONAL SURVEYOR

PART OF THE NORTHEAST 1/4 OF SECTION 12,
 T. 4 S., R. 6 E., TOWN 13N,
 WASHENAU COUNTY, MICHIGAN

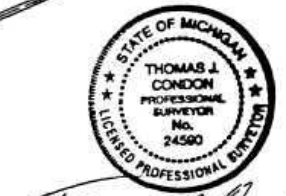
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 Peggy H. Haines - Washenaw Co. District L-4153 P-819



- LEGEND**
- STORM SEWER WITH CATCH BASINS AND MANHOLES
 - UNDERGROUND POWER, TELEPHONE AND CABLE TV LINES
 - GAS LINE
 - UTILITY POLES (EXISTING) WITH OVERHEAD WIRES

- NOTES**
- 1 UTILITIES SHOWN MUST BE BUILT.
 - 2 ROAD EASEMENTS ARE SUBJECT TO ACCEPTANCE BY THE WASHENAW COUNTY ROAD COMMISSION. REFER TO SURVEY PLAN, SITE PLANS AND ECHO LAKE DRAINAGE DISTRICT EASEMENT PLAN FOR ADDITIONAL EASEMENTS.



Thomas J. Condon

PROPOSED DATED FEBRUARY 1, 2002
UTILITY PLAN UNITS 27-51
 0 100 200 400
 1" = 100'
MIRAGE LAKE CONDOMINIUM

SHEET 7 OF 8

URBAN ENGINEERING CO.
 8748 ALLEN ROAD
 ALLEN PARK, MICHIGAN 48101
 1931 983 - 8166

STATE OF MICHIGAN
 THOMAS J. CONDON
 PROFESSIONAL SURVEYOR
 No. 24590
 LICENSED PROFESSIONAL SURVEYOR

PART OF THE NORTHEAST 1/4 OF SECTION 12,
 TOWNSHIP 10N, RANGE 18E,
 COUNTY, MICHIGAN

LEG 7828P-COMD

EXHIBIT 1 - Wells*- copy -*

1. All wells must be pressure grouted with bentonite to the top of the screen. The grouting must be completed in accordance with the Michigan Department of Public Health water well grouting requirements.
2. Due to low yield wells, this area is identified as a well first area. The well on each lot shall be drilled before a sewage permit can be issued.
3. It will be the responsibility of the Developer to install a water supply system on each unit and to provide to each purchaser of a unit a well Advisory and Limited Well Warranty in the form attached here as "Exhibit E".
4. Chemical analysis of water from a test well in this development determined an iron concentration of 1.6 mg/l. The maximum recommended secondary standard is 0.3 mg/l. Iron may stain laundered goods and plumbing fixtures, impart a bitter or astringent taste to the water, and adversely affect the taste of the food and other beverages made from the water. It may be necessary to install iron removal equipment to reduce the iron concentration to an acceptable level.
5. Chemical analysis of water from a test well in this development determined a total hardness concentration of 320 mg/1 as calcium carbonate. The maximum recommended secondary standard is 300 mg/1. Hardness may cause scaling, plumbing problems, and increase usage of soap and detergent. Softening of the water may result in high sodium concentrations which should be considered by persons on sodium restricted diets.
6. All wells and sewage systems must be located within the building envelope or limited common element of the unit. These systems must be owned and maintained by the individual homeowner.
7. Any changes in the location of the approved sewage system, major filling, eroding, excavating, paving, flooding of the investigated area, encroachment of any required isolation distances, or new information regarding the suitability of the site may necessitate further investigation or disapproval of the site.
8. The grading of the drainfield-area on lots 1-7 must be completed and certified by the engineer. No individual health permits will be issued on any of the lots until such work is completed in accordance with the approved plans.
9. Once the grading of the drainfield areas on lots 1 -7 is completed as per item 8 above, and the wells are drilled as per item 3, Engineering plans must be submitted for each of the lots showing the house, tanks, driveway and the drainfield location. All proposed invert elevations must be provided.

- copy -

10. The drainfield on lots 1-7 may require a sewage pumping system if the header inverts of the drainfields are located at a higher elevation from the proposed finished floor elevations of the home built on those lots.
 - Engineering plans must be submitted to this office (meaning the Department) for review and approval prior to review and approval prior to issuing individual health permits on any of these lots.
 - Approval of the above lots may be granted on a "tank first" basis, providing that plans are submitted to this office showing all invert elevations along the sewer line that supports gravity sewage flow.
11. Basement construction below the 100 year flood plain elevation shall be water tight and reinforced to withstand the expected hydrostatic pressure from a 100 year flood. No floor drains or plumbing fixtures, other than those commonly required for laundry facilities shall be allowed below the 100 year flood plain.
12. A benchmark must be located within 250 ft. from the proposed drainfield location of lots 1-7. The benchmark must be clearly visible from the drainfield areas and located on the approved final plan with the corresponding USGS elevation.
13. The well serving 9400 Crane Road is within the 100 ft. isolation distance from the excavated drainfield on Lot #7 of Mirage Lake. This well should be relocated west outside the isolation distance prior to issuing any health permit on this lot.

**EXHIBIT E
WELL ADVISORY
And
LIMITED WELL WARRANTY**

Liber 03459 Page 0518

- copy -

WHEREAS, the water supply for each condominium unit in Mirage Lake is to be provided by individual wells; and

WHEREAS, water well records and water quality test results indicate that water quantity and quality are variable and that the developers of Mirage Lake wish to give purchasers limited assurance that water in sufficient quantity and of acceptable quality will be available to each condominium unit prior to sale;

NOW THEREFORE, the developers of Mirage Lake, Desert Sand Inc., a Michigan corporation, in consideration of the initial purchase of a condominium unit advises an.d warrants to the Purchaser and that Purchaser alone, and not his heirs and assignees, as follows:

1. WATER QUALITY. Analysis of water samples from samples collected from test wells on the condominium property have revealed elevated levels of hardness, iron and sulfates.

Elevated levels of hardness and iron are not of a concern from a public health standpoint, but represent aesthetic concerns to the user. Without treatment, high, hardness results in tie build-up of scale deposits in water heaters and in piping and on plumbing fixtures. High iron levels, without treatment, results in the staining of plumbing fixtures as well as laundry and taste and odor problems. Purchasers may wish to consider the installation and utilization of water treatment units to reduce the levels of hardness and iron.

2. WATER QUANTITY. For normal household usage, the water system should be supplied by a well capable of delivering a minimum often (10) gallons per minute.
3. LIMITED WARRANTY. The developer of Mirage Lake hereby warrants and agrees that no condominium unit shall be sold or deed transferred for a particular condominium, unit to a purchaser until such time as:
 - a, A well has been completed on the condominium unit at developer's cost which produces a minimum often (10) gallons per minute as shown by the results of a pump test of said well conducted for a minimum duration of four hour;.. Drawdown and recovery data must be submitted to this office for review and approval.

Exterior Road Easement

The undersigned herewith grants and conveys to the Board of County (Road Commissioners of the County of Washtenaw, whose address is 555 North Zeeb Road, P.O. Box 1528, Ann Arbor, Michigan 48106, an easement for highway purposes over and upon the following described (and illustrated on Page 3 hereof) parcel of land in the Township of York, Washtenaw County, Michigan.

A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST 1/4 OF SECTION 12, T.4 S., R. 6 E., YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 12 AND PROCEEDING THENCE S. 89° 52' 57" E. 1160.00 FEET; ALONG THE NORTH LINE OF SAID SECTION 12 IN WILLIS ROAD (93.00 FEET WIDE); THENCE S. 00° 07' 03" W., 60.00 FEET; THENCE N. 89° 52' 57" W., 1,118.11 FEET; THENCE S. 01° 11' 00" W., 605.74 FEET; THENCE N. 88° 49' 00" W., 6.00 FEET; THENCE S. 01° 11' 00" W., 1,848.62 FEET; THENCE S. 88° 49' 00" E., 6.00 FEET; THENCE S. 01° 11' 00" W., 101.82 FEET; THENCE S. 89° 50' 24" E., 1,448.42 FEET; THENCE S. 00° 09' 36" W. 43.00 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION 12 IN WRIGHT ROAD (76 FEET WIDE); THENCE N. 89° 50' 24" W., 1,492.19 FEET; ALONG EAST AND WEST 1/4 LINE TO THE CENTER OF SAID SECTION 12; THENCE N. 01° 11' 00" E., 2,659.17 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 12 IN CRANE ROAD (VARIABLE WIDTH) TO THE POINT OF BEGINNING. PARCEL CONTAINS 5.34 ACRES MORE OR LESS.

This conveyance includes a release of any and all claims arising from or incidental to the widening, draining, and improving of the road and the location thereof, including the removal of such trees, shrubs, vegetation, gravel, soil and other materials as the Washtenaw County Road Commission determines to be necessary in the construction and maintenance of said road.

IN WITNESS WHEREOF, we have set our hands and seals this 31 day of MARCH, 1997.

WITNESSES:

Susan R Long
(Signature)

SUSAN R LONG
(Printed Name)

Dean Jones
(Signature)

Dean Jones
(Printed Name)

DESERT SAND, INC.

By: *Robert Klochko*
ROBERT KLOCHKO
ITS PRESIDENT

2782 Corbin Avenue
Melvindale, Michigan 48122



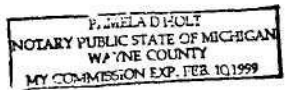
State of Michigan)
) SS
County of WAYNE)

The foregoing instrument was acknowledged before me a Notary Public, this 31 day of March, 1997 by ROBERT KLOCHKO, PRESIDENT of Desert Sand, Inc., a Michigan Corporation, who stated that he is authorized by said corporation to convey land.

Tax # 81-19-12-110-001 - 007

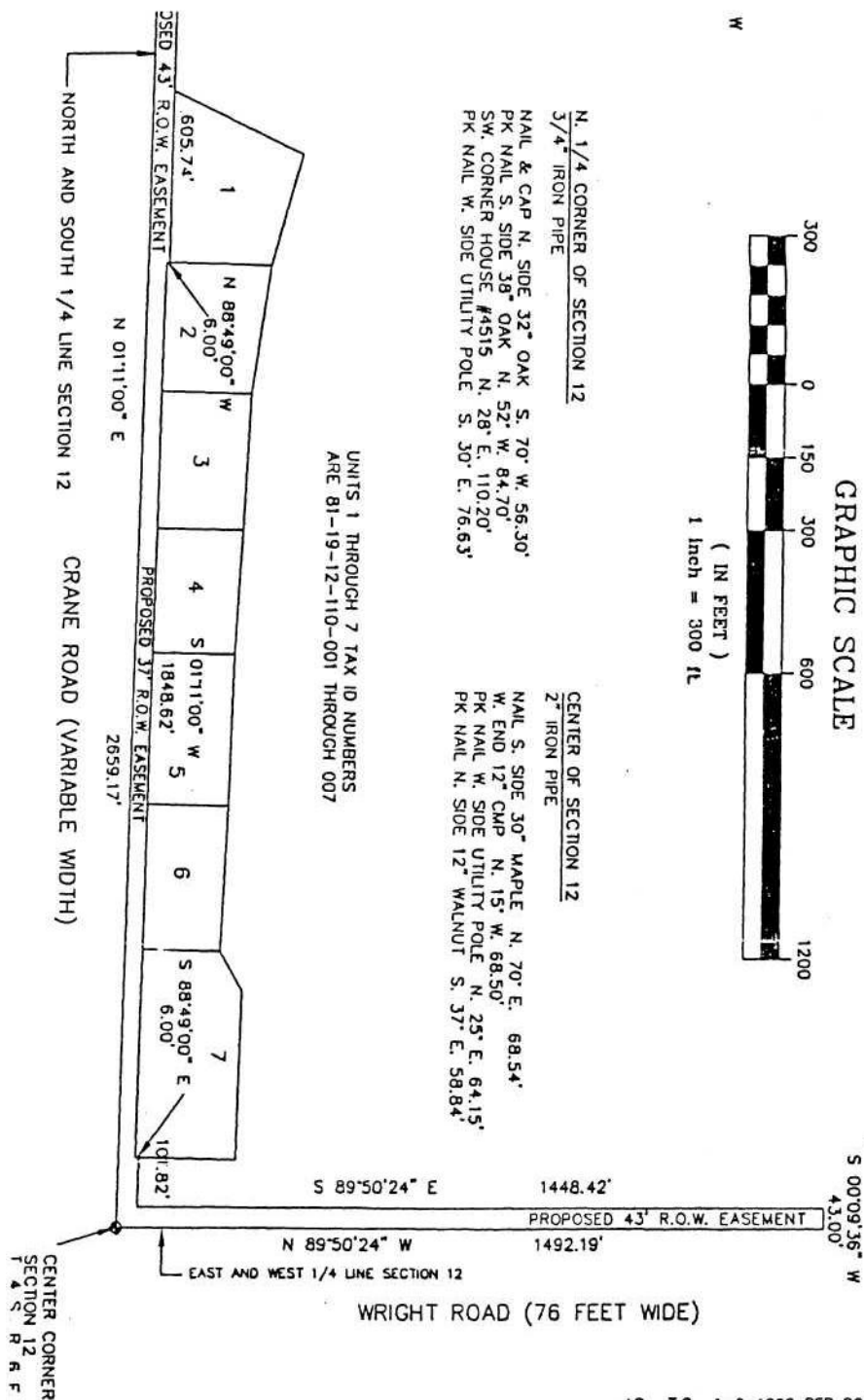
Pamela D. Holt
Notary Public

Wayne County, Michigan



Prepared By:
Urban Engineering Company
6748 Allen Road
Allen Park, Michigan 48101

When Recorded Return to: ✓
Washtenaw County Road Commission
P.O. Box 1528
Ann Arbor, Michigan 48106



GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft

J.P. T.C. 1-8-1999 PER ROAD COMMISSION
 J.P. T.C. 1-21-1999 PER ROAD COMMISSION

ROAD EASEMENT FOR PHASE 1 OF MIRAGE LAKE CONDOMINIUMS
 PART OF THE NORTHEAST 1/4 OF SECTION 12,
 T. 4 S., R. 6 E., YORK TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

SCALE 1"=300'
 DATE 3/17/1997
 DWN OR CTD TC

URBAN ENGINEERING CO.
 6748 ALLEN ROAD
 ALLEN PARK, MICHIGAN 48901
 313 383 - 8166