

## PURCHASER INFORMATION BOOKLET

FOR

RIVER POINTE

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(NOTE: Documents are separated by  
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# REPLAT NO. 1 OF CONDOMINIUM SUBDIVISION PLAN

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RECORDED

MASTER DEED

WASHTENAW COUNTY MI

RIVER POINTE

APR 24 9 11 AM '89

(Act 59, Public Acts of 1978, As Amended)

ROBERT ARISON  
COUNTY CLERK REGISTER

THIS MASTER DEED is made and executed on this 7th day of April, 1989, by SHAMROCK DEVELOPMENT CO., a Michigan corporation, hereinafter referred to as the "Developer", whose office is situated at 808 Hutchins Avenue, Ann Arbor, Michigan, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the City of Milan, County of Washtenaw, Michigan, and more particularly described as follows:

Commencing at the east 1/4 corner of Section 34, T4S, R6E, City of Milan, Washtenaw County, Michigan, thence south along the east line of said Section 34 and the centerline of Platt Road S 01°05'20" W 955.35 feet to a Point of Beginning;

thence continuing S 01°05'20" W 264.47 feet along the east line of said Section 34 and the centerline of Platt Road;

thence N 89°08'14" W 655.63 feet;

thence N 02°25'40" E 264.67 feet;

thence S 89°07'41" E 649.45 feet to the Point of Beginning, being a part of the east half of the southeast 1/4 of Section 34, T4S, R6E, City of Milan, Washtenaw County, Michigan containing 3.96 acres of land, more or less, being subject to the rights of the public over the most easterly 60.0 feet thereof as occupied by Platt Road, being subject to an easement over the most northerly 20.0 feet thereof as recorded in Liber 1486, page 855, Washtenaw County Records and being subject to other easements or restrictions of record, if any.

Tax code #: 19-19-34-405-011

Washtenaw County Treasurer  
Tax Certificate No. 8641

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

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

FIRST: Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not in limitation, the Articles of Incorporation and corporate By-Laws and Rules and Regulations of Milan River Pointe Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements, and other instruments affecting the establishment of or transfer of interests in River Pointe as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(1) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

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

(3) "Association By-Laws" means the corporate By-Laws of Milan River Pointe Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.



(4) "Common elements", where used without modification, shall mean both the general and limited common elements described in paragraph FOURTH hereof.

(5) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

(6) "Condominium documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, the By-Laws, and the Rules and Regulations, if any, of the Association.

(7) "Condominium premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to River Pointe as described above.

(8) "Condominium", "condominium project" or "project" means River Pointe as a condominium project established in conformity with the provisions of the Act.

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

(10) "Construction and sales period" means, for the purposes of the Condominium documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any unit which it offers for sale.

(11) "Co-owner" means a person, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the condominium project. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract vendee.

(12) "Developer" means Shamrock Development Co., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(13) "First annual meeting" means the initial meeting at which nondeveloper co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (i) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (ii) must be held within (a) 36 months from the date of the first unit conveyance, or (b) 120 days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

(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.

(15) "Unit" means the enclosed space constituting a single complete condominium unit in River Pointe, as such space may be described in Exhibit "B" hereto.

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

SECOND: The condominium project shall be known as River Pointe, Washtenaw County Condominium Subdivision Plan No. 114. The architectural plans for the project were approved by the City of Milan, Washtenaw County, State of Michigan. The condominium project is established in accordance with the Act.

THIRD: The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area, and volume of each condominium unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the condominium project. Each co-owner in the condominium project shall have an exclusive right to his condominium unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the condominium project as are designated by this Master Deed.

FOURTH: The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for the maintenance, decoration, repair, or replacement thereof are as follows:

(1) The general common elements are:

(a) The land described in page one hereof, including roads and sidewalks not designated as limited common elements;

(b) The electrical wiring network throughout the project up to, but not including, the electric meter for each unit;

(c) The gas line network throughout the project up to, but not including, the gas meter for each unit;

(d) The telephone and television wiring networks throughout the project up to the point of entry to each unit;

(e) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(f) The water distribution system, sanitary sewer system and storm drainage system throughout the project up to the point of connection with fixtures within each unit;

(g) Foundations, supporting columns, unit perimeter walls (including windows, doors and heating ducts therein), roofs, ceilings, floor construction between unit levels, basement floors, and chimneys;

(h) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, up-keep and safety of the project.

(i) Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH (1)(b), (c), (d), (e), and (f) may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

(2) The limited common elements are:

(a) Certain parking spaces on driveways in front of garages, sidewalks, and porches are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto.

(b) Each individual patio in the project is restricted in use to the co-owner of the unit which opens into such patio as shown on Exhibit "B" hereto. Not all patio areas have been presently dimensioned and designated in Exhibit "B" hereto, it being the purpose of the Developer to designate and dimension such patio areas in a subsequent recording of an amended Exhibit "B", such right of amendment being hereby reserved solely unto the Developer without the necessity of consent or of execution by any other person interested in the Condominium, whether as an owner, mortgagee or otherwise.

(c) Each individual exterior air-conditioning unit and the concrete pad upon which it sits shall be restricted in use to the co-owner of the unit to which it is connected.

(d) Fireplace combustion chambers and flues, the interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit.

(3) Convertible areas extend off the rear of all units to a depth of ten (10) feet and are currently identified as patios or landscape strips as shown on Exhibit "B", to permit construction and installation of balconies, decks and patios as may be approved by the Association pursuant to Section 3, ARTICLE VI, of the Condominium By-Laws. Any balconies, deck or patio located within a convertible area shall be a limited common element appurtenant to the unit to which it is attached. The Developer reserves the right to construct and install balconies, decks and patios as it may deem appropriate within convertible areas, and approval by the Association shall not be required so long as the Developer owns a unit within the condominium project.

(4) The respective responsibilities for the maintenance, decoration, repair, and replacement of the common elements are as follows:

(a) The cost of maintenance, repair and replacement of the limited common elements described in paragraphs FOURTH (2)(b), (2)(c) and (3) above shall be borne by the co-owner of the unit to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

(b) The cost of maintenance, repair and replacement of the doors, window glass and that portion of the window frame attached to the glass referred to in paragraph FOURTH (1)(g) shall be borne by the co-owner of the unit in which such general common elements are located.

(c) The cost of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association unless such maintenance, repair and replacement is necessitated by co-owner fault (which shall include actions by guests, agents, invitees, tenants, family members, or pets), in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds. The costs of decoration, (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in paragraph FOURTH (2)(d) shall be borne by

the co-owner of each unit to which such surfaces are appurtenant.

(d) The cost of maintaining, repairing and replacing the water heater, garage door opener, internal unit plumbing, dishwasher, refrigerator, stove, oven, garbage disposal, heating and air conditioning equipment, lighting, and other items servicing a unit that are not common elements, whether or not they are within the unit they service, shall be the sole responsibility of the co-owner whose unit is serviced by such items.

(e) The individual co-owners shall be responsible for the cost and installation of bulbs within the light fixtures at the front and back of their respective units, although the fixtures themselves shall be maintained by the Association.

(f) No co-owner shall use his condominium unit or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his condominium unit or the common elements.

FIFTH:

(1) Each unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of River Pointe as surveyed by Midwestern Consulting, Inc., and attached hereto as Exhibit "B". Each unit shall include: (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement plans in Exhibit "B" have been physically measured by Midwestern Consulting, Inc. In the event that the dimensions on the measured basement plan of any specific unit differ from the dimensions on the typical basement plan for such unit shown in Exhibit "B", then the typical upper plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured basement plan. The architectural plans and specifications for the project have been filed with the City of Milan.

(2) The percentage of value assigned to each unit shall be equal. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of administration and the value of such co-owner's vote at meetings of the

Association. The total value of the project is 100. Each co-owner's maximum percentage value of undivided interest in the common elements in the condominium project based upon this twenty-six (26)-unit development is three and 846/1,000 percent (3.846%), which is not subject to change unless fewer than twenty-six (26) units are constructed.

SIXTH: Notwithstanding any other provision in this Master Deed or the Condominium By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holder of each first mortgage of a condominium unit of record:

(1) A first mortgagee, at its request, is entitled to written notification from the Association of any default by the co-owner of such condominium unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.

(2) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal" contained in the Condominium documents and shall be free to sell or lease such unit without regard to any such provision.

(3) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged condominium unit).

(4) Unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

(5) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.

(6) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the Developer or affiliates of the Developer is voidable by the Board of Directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' written notice at any time thereafter without cause or payment of a termination fee.

SEVENTH: In the event the Condominium is partially or totally damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

EIGHTH: In the event any portion of a unit or common element encroaches 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 the maintenance of such encroachment for so long as such encroachment exists and for maintenance easements to, through and over those portions of the land, structures, buildings, improvements, floors, and walls (including interior unit floors and walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed by the Developer and for interior access to water shut-off valves that provide water to the common elements. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Condominium for utility, roadway or safety purposes.

NINTH: The Developer reserves the right to rent condominium units prior to sale and may do so for periods of less than one (1) year.

TENTH: Except as provided in preceding paragraphs as set forth above, the condominium project shall not be terminated or any of the provisions of this Master Deed or Exhibits attached hereto amended unless done in compliance with the following provisions:

(1) Prior to the first annual meeting of members of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owners in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of maintaining this Master Deed in compliance with the Act and of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

(2) After the first annual meeting of members of the Association, the Association may (acting through a majority of its Board of Directors and without the consent of any co-owner or any other person) amend this Master Deed and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owners in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of maintaining this Master Deed in compliance with the Act and of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal government or the State of Michigan.

(3) If there is no co-owner other than the Developer, the Developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project or amend the Master Deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the Developer.

(4) If there is a co-owner other than the Developer, then the condominium project shall be terminated only by the unanimous



agreement of the Developer, unaffiliated co-owners of condominium units to which all of the votes in the Association appertain and the mortgagees of all of the mortgages covering the condominium units.

(5) Agreement of all of the co-owners and mortgagees to the termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(6) Upon recordation of an instrument terminating a condominium project, the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.

(7) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium documents and the Act.

(8) The Condominium documents may be amended for a proper purpose by the Developer, prior to the first annual meeting of members of the Association, and by the Board of Directors of the Association after that event, without the consent of co-owners, mortgagees and other interested parties, including changes deemed necessary to comply with the Act and the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements, as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees or other interested parties.

(9) The Condominium documents may be amended for a proper purpose, other than as set forth above, even if the amendment will materially alter or change the rights of the co-owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned) and co-owners (other than the Developer) of the individual condominium units. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without his consent and that of his mortgagee.

(10) A person causing or requesting an amendment to the Condominium documents shall be responsible for costs and expenses

of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(11) A Master Deed amendment dealing with the addition, withdrawal or modification of units or other physical characteristics of the project shall comply with the standards prescribed in the Act for preparation of an original Condominium Subdivision Plan for the project.

(12) During the construction and sales period, paragraphs EIGHTH through this paragraph TENTH shall not be amended, nor shall the provisions thereof be modified by any other amendment to this Master Deed, without the written consent of the Developer.

WITNESSES:

SHAMROCK DEVELOPMENT CO., Developer

Karl R. Frankena  
Karl R. Frankena

By: John M. Satarino  
John M. Satarino, President

Jean Marie Revelt  
Jean Marie Revelt

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WASHTENAW )

On this 7th day of April, 1989, before me appeared John M. Satarino, to me personally known, who, being by me sworn, did say that he is the President of Shamrock Development Co., a Michigan corporation, the corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said John M. Satarino acknowledged said instrument to be the free act and deed of said corporation.

Jean Marie Revelt  
Jean Marie Revelt, Notary Public  
Washtenaw County, Michigan  
My commission expires: 1/17/90

This document was prepared by  
and when recorded return to:

Karl R. Frankena  
Conlin, McKenney & Philbrick, P.C.  
700 City Center Building  
Ann Arbor, Michigan 48104

