

CHARTER TOWNSHIP OF
YPSILANTI BOARD OF TRUSTEES

Supervisor

BRENDA L. STUMBO

Clerk

KAREN LOVEJOY ROE

Treasurer

LARRY J. DOE

Trustees

STAN ELDRIDGE

HEATHER JARRELL ROE

MONICA ROSS WILLIAMS

JIMMIE WILSON, JR.

May 21, 2019 Revised 5-21-19

Work Session – 5:00 p.m.

Regular Meeting – 7:00 p.m.

**Ypsilanti Township Civic Center
7200 S. Huron River Drive
Ypsilanti, MI 48197**

DEPARTMENTAL REPORTS

14-B District Court

Revenue Report for February 2019

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$3,737.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): 17,269.00
State Court Fund (MCL 600.8371): 1,820.00
Justice System Fund (MCL 600.181): 17,981.99
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$0.00
 Drivers License Clearance Fees (MCL 257.321a): 3,045.00
Crime Victims Rights Fund (MCL 780.905): 6,492.60
Judgment Fee (Dept. of Natural Resources): \$0.00
E-File Fee (228.56): \$5,360.00
Due to Secretary of State
(101-000-000-206.136) \$3,045.00

Total: **\$55,013.59**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): 54,154.63
Civil Fees (101-000-000-603.136): 16,636.00
Probation Fees (101-000-000-604.000): 9,229.22
Ordinance Fines (101-000-000-605.001): 39,253.00
Bond Forfeitures (101-000-000-605.003): 1,220.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: (\$580.10)
Bank Charges (Expense - 101.136.000.957.000):

Total: **\$119,912.75**

Total to General Account - (101.000.000.004.136): \$178,663.34

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: 1,760.00
Bonds: 13,719.50
Restitution: 3,397.02

Total to Escrow Account - (101.000.000.205.136): \$18,876.52

14-B District Court

Monthly Disbursements

February 2019

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

February 2019 Disbursements:

| | |
|-------------------------------|--------------|
| Washtenaw County: | \$ 3,737.00 |
| State of Michigan: | \$ 55,013.59 |
| Ypsilanti Township Treasurer: | \$119,912.75 |

TOTAL: \$178,663.34

14-B District Court

Revenue Report for March 2019

General Account

Account Number
Due to Washtenaw County
(101-000-000-214.222) **\$4,233.00**

Due to State Treasurer

Civil Filing Fee Fund (MCL 600.171): 14,854.00
State Court Fund (MCL 600.8371): 1,820.00
Justice System Fund (MCL 600.181): 22,592.00
Juror Compensation Reimbursement Fund:
 Civil Jury Demand Fee (MCL 600.8371): \$10.00
 Drivers License Clearance Fees (MCL 257.321a): 3,253.50
Crime Victims Rights Fund (MCL 780.905): 7,745.41
Judgment Fee (Dept. of Natural Resources): \$0.00
E-File Fee (228.56): \$4,620.00
Due to Secretary of State
(101-000-000-206.136) \$3,273.60

Total: **\$58,168.51**

Due to Ypsilanti Township

Court Costs (101-000-000-602.136): 56,659.69
Civil Fees (101-000-000-603.136): 13,481.00
Probation Fees (101-000-000-604.000): 9,987.13
Ordinance Fines (101-000-000-605.001): 51,182.00
Bond Forfeitures (101-000-000-605.003): 0.00
Interest Earned (101-000-000-605.004): \$0.00
State Aid-Caseflow Assistance (101-000-602.544): \$0.00
Expense Write-Off: (\$648.39)
Bank Charges (Expense - 101.136.000.957.000):

Total: **\$130,661.43**

Total to General Account - (101.000.000.004.136): \$193,062.94

Escrow Account

(101-000-000-205.136)

Court Ordered Escrow: 3,005.00
Bonds: 25,356.00
Restitution: 5,390.82

Total to Escrow Account - (101.000.000.205.136): \$33,751.82

14-B District Court

Monthly Disbursements

March 2019

Revenue received as a Fine for violation of a State Statute is disbursed to the Washtenaw County Treasurer, for library purposes.

Revenue received as a Fine for violation of a Township Ordinance and all Court Costs are disbursed to the Ypsilanti Township Treasurer. Local revenue also includes Probation oversight fees and Bond Forfeitures.

Revenue received as State Filing Fee, State Court Fund, Justice System Fund, Juror Compensation, Crime Victims Rights Fund and Dept. of Natural Resources Judgment Fee is forwarded to the State Treasurer.

Money received as Garnishment Proceeds, Criminal Bonds, Restitution, and Court Ordered Escrow are deposited in the Escrow Account of the Court.

All other revenues are transferred to the Ypsilanti Township Treasurer.

February 2019 Disbursements:

| | |
|-------------------------------|--------------|
| Washtenaw County: | \$ 4,233.00 |
| State of Michigan: | \$ 58,168.81 |
| Ypsilanti Township Treasurer: | \$130,661.43 |

TOTAL: \$ 193,063.24

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Board of Trustees

From: Michael Radzik, Community Standards Director
Dave Bellers, Chief Building Official
Charlotte Wilson, Planning & Development Coordinator
Nancy Wrybkowski, Executive Coordinator

Re: **OFFICE OF COMMUNITY STANDARDS ACTIVITY REPORT
APRIL 2019**

Date: May 10, 2019



Enclosed are reports for the following areas of activity within the Office of Community Standards for the period April 1, 2019 thru April 30, 2019. During this time period staff members completed a total of **2,348 field inspections**.

1. PLANNING & DEVELOPMENT DEPARTMENT PROJECTS
2. ACTIVE LAWSUITS & OTHER MISCELLANEOUS PROJECTS
3. BUILDING DEPARTMENT PERMITS ISSUED
4. BUILDING CERTIFICATES OF OCCUPANCY ISSUED
5. NEW RENTAL HOUSING CERTIFICATIONS
6. NEW VACANT STRUCTURE CERTIFICATIONS
7. NEW OTHER ORDINANCE CERTIFICATIONS
8. NEW CODE ENFORCEMENT CASES

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement

Date: May 8th, 2019

From: Charlotte Wilson, AICP
Planning and Development Coordinator

Re: **Planning Division (OCS) Updates April 2019**

Please be advised of the following activities related to the Planning Department for April 2019.

Plans in Process

Majestic Lakes

Majestic Ponds: This development includes 37 single family detached units on 50-foot wide lots located adjacent to Textile Road. Majestic Ponds is located next to The Ponds at Lakewood which includes sixteen (16) attached multiple-family units that have already been constructed. PD Stage II plans were approved at the November 22, 2017 by the Township Board. Floor plans and elevations will come back to the Township Board for approval prior to issuance of building permits and construction for those phases. The Planning Department is reviewing elevations and legal counsel is reviewing additional legal documents. Final approval will come before the Board of Trustees on May 21st, 2019. The pre-construction meeting took place on February 22nd, 2019.

The Ponds at Lakewood: Approved and constructed development of sixteen (16) attached multiple-family units located adjacent to Textile Road.

Nautica Pointe: Approved and under construction development of 142 multiple-family units located adjacent to Tuttle Hill Road.

Village at Majestic Lakes: This development includes 115 single family detached units on 60- foot wide lots located adjacent to Tuttle Hill Road. PD Stage II plans and elevations/floor plans were approved at the November 22, 2017 by the Township Board. Legal counsel is reviewing additional legal documents. Final approval will come before the Board of Trustees on May 21st, 2019. The pre-construction meeting for the east portion took place on February 22nd, 2019.

Majestic Lakes Estates: This development includes 81 single family detached units on 50-foot wide lots accessed through the Village of Majestic Lakes. PD Stage II plans were approved at the November 22, 2017 by the Township Board. Floor plans and elevations will come back to the Township Board for approval prior to issuance of building permits and construction for those phases. The Planning Department is reviewing elevations and legal counsel is reviewing additional legal documents. Final approval will come before the Board of Trustees on May 21st, 2019. The pre-construction meeting took place on February 22nd, 2019.

Lakewood Estates: Approved and under construction development of 62 single family detached units accessed through the Village of Majestic Lakes.



Earth Balancing and Excavation at Creekside Village North - 6601 Tuttle Hill Road: We received an application to move, and then grade, approximately 10,000 cubic yards of fill material from trench and basement excavations at Lombardo projects Majestic Lakes Estates (Charter Township of Ypsilanti), The Village at Majestic Lakes (Charter Township of Ypsilanti), The Ponds at Majestic Lakes (Charter Township of Ypsilanti), and Arbor Ridge (Charter Township of Pittsfield) to the northeast corner of the Creekside Village North development. The permit will be considered at the May 28th, 2019 Planning Commission meeting.

Yankee Air Museum (YAM) – 1 Liberator Way: The Yankee Air Museum proposes renovation of the existing historic Willow Run bomber plant with a building addition including a conference center. The revised PD Stage I plans will be considered at the May 28th, 2019 Planning Commission meeting.

American Center for Mobility (ACM) – 2930 Ecorse Road: Located on the site of the historic Willow Run property, the American Center for Mobility is a testing, research and certification center for the next generation of automated vehicles. With features like double overpasses, railroad crossings, highway loops, and a tunnel, the site provides a cost-effective way to replicate real-world situations in a single location. The estimated investment into the community has been stated at over \$120 million. An additional final site plan amendment is expected for the Technology Park. Phase 1A of this project has final site plan approval. The Amendment for Phase 1A Campus Build-Out preliminary site plan was approved conditionally at Planning Commission on March 13th, 2018. The final site plan was approved at the May 10th, 2018 special Planning Commission meeting. The pre-construction meeting took place on May 15th, 2018.

Restaurant Depot – 1347 James L. Hart Parkway: This project is a 51,234 square foot wholesale distribution building on an 11.416 acre parcel. Over 100 Restaurant Depots operate in 28 states, selling groceries, supplies and equipment to the food service industry. The facility's primary customers are restaurants, delis, caterers, pizza shops and not-for-profit institutions. The project was approved by Planning Commission on December 12th, 2017. The project received administrative final site plan approval on March 21st, 2018. The pre-construction meeting took place on April 3rd, 2018 and construction is currently underway. The temporary Certificate of Occupancy was issued. Landscaping and minor engineering is to be completed spring 2019.

Cell Tower - 6400 Textile: Cell tower was approved by the Township Board on March 6th, 2018. Final site plan was approved on April 30th, 2018. Construction started on June 18th, 2018. As of August 15th, 2018, all grading and aggregate surface placement was complete, however, placement of topsoil and restoration remained to be completed.

Kalitta Air, Brake, and Tire Expansion - 10990 Blackmore: The proposed project consists of a 12,000 square foot addition to an existing 12,000 square foot building at 10990 Blackmore Avenue. Kalitta Air uses this facility for repair, warehouse and storage. The proposed addition is for additional repair, storage, and warehousing area. The addition is located on a paved section of the existing site within a fenced area. Additionally, the applicant proposes to relocate an existing storage shed to a grassy area adjacent to the northwest corner of existing parking lot. There is no outdoor storage at this facility. The project was approved conditionally at the March 27th, 2018 Planning Commission meeting. The pre-construction meeting took place on July 27th, 2018. The project is complete (silt fence to remain until spring 2019).

Meade Dental Office – 2780 Packard: The Meade Dental Office is a proposed 7,095 square foot dental office building at 2780 Packard Road. The project received final site plan approval on May 2nd, 2018. The first pre-construction meeting took place on June 11th, 2018. Due to a change in contractors, a second pre-construction meeting was held on July 23rd, 2018. Construction on the site is underway.

Huron Valley PACE – 2940 Ellsworth: Construction is currently underway for the UMRC Huron Valley expansion to their 23,700 square foot existing facility at 2960 Ellsworth Road. The applicant proposed to expand their existing 23,700 square foot facility by an additional 23,400 square feet, expand the parking lot, expand the drop off area, and make other general site improvements. The parking lot expansion includes construction of an additional 57 spaces, and additional 33 “landbanked” parking on the site plan. They have triggered the landbanked deferred parking due to leadership changes, employment, and expansion and will be constructing this section at this time. Senior adults are picked up by PACE transportation and driven to the facility for social, wellness, and medical care services. There are no overnight accommodations at the facility. The current facility accommodates 127 clients and 57 full time employees. With the addition, the facility will serve 156 clients and staff 98 full time employees. The temporary Certificate of Occupancy was issued. Landscaping and minor engineering is to be completed spring 2019.

Round Haus Party Shoppe – 5970 Bridge Road: An application has been submitted for the demolition of the existing convenience store, which is 3,290 square feet in floor area, and the construction of a new 6,000 square foot retail building along with a 4 pump island fuel station on the parcels located at 5970 Bridge Road and 10191 Textile Road. The proposed construction would take place on what are now two separate parcels, which would be combined to form one 0.83-acre parcel. A preliminary site plan and a special conditional use permit for this project were approved with conditions by the Planning Commission on June 28th, 2016. Subsequently, two dimensional variances were approved with conditions by the Zoning Board of Appeals on July

20th, 2016. The special conditional use permit and variances are still valid since these approvals run with the land. The preliminary site plan approval expired since construction did not commence within one year of approval. The preliminary site plan and special land use permit will be heard at the May 28th, 2019 Planning Commission.

Sunco Quick Oil Lube - 2380 East Michigan Avenue: On May 3rd, 2018 we met with the applicant and MDOT to discuss options for the driveway cut issue. At this time, there are a couple options of plan revisions and attempts to make contact with the neighbor at 2340 East Michigan Avenue. We await the fourth preliminary site plan revision to be submitted.

Hampton Inn and Suites – 515 James L Hart Parkway: The proposed project includes an 88-room, 4-story, 54-foot tall Hampton Inn hotel. The site is currently vacant, and directly west of the strip mall that includes the Leo Coney Island, Jets Pizza, and Powerhouse Gym. This item was approved conditionally at the August 28th, 2018 Planning Commission meeting. Detailed engineering plans and final site plan were approved. The pre-construction meeting occurred on April 2nd, 2019.

Electric Vehicle Charging Station – 2321 Ellsworth Road: The proposed project includes the installation of six (6) electronic vehicle charging stations and accessory equipment within the Roundtree Shopping Center parking lot. This item was approved conditionally at the November 13th, 2018 Planning Commission meeting. The pre-construction meeting occurred on January 22nd, 2019.

R&L Carriers – 43 Emerick Street: R&L Carriers propose an expansion to the existing facility. The total building expansion is approximately an additional 56,820 square feet. The majority of the expansion is a 45,900 square foot addition to the existing easternmost building. The addition requires the relocation and additional stormwater detention facility which will be located on eastern-most parcel, which is currently zoned RM-2, Multiple Family Residential. The applicant is seeking a conditional rezoning to rezone that parcel from RM-2, Multiple Family Residential to I-1, Light Industrial. In total the site is three parcels that will need to be combined. The parcel that is currently zoned RM-2, which the applicant seeks a rezoning, will not include any buildings. Rather it will be used for a detention basin, and a small part as a temporary construction area. The second preliminary site plan is under review.

Wayne County Airport Authority – 830 Willow Run Airport Road: The Willow Run Airport is constructing a 6,000 square foot administrative facility and an associated parking area, within the southwest portion of the existing Willow Run Airport site. The Wayne County Airport Authority states the intent of the proposed building is to support airport operations. The project requires administrative review.

Chippewa Tennis Club – 2525 Golfside Road: The applicant proposed to expand the existing indoor tennis court facility at Chippewa Club by adding a 61' x 120' addition. The addition will house one (1) indoor clay tennis court. Chippewa club is considered both a "health club" and "indoor commercial recreational use" both of which require a special use in the B-2 District. The Chippewa Club was originally approved in 1977. At the time of approval, the use was not required to obtain a special use permit. Chippewa Club has never obtained a special use and is considered a legal non-conforming use. In order to bring them into zoning compliance and approve an addition to a special use, a special use for the entire property must be granted. The project requires full site plan review.

Plans in Process

Ypsilanti Township 2040: We will receive the first draft of the Master Plan from Carlisle/Wortman Associates by mid-May 2019.

Conditional Rezoning zoning code text amendment: The Board had the first reading on May 7th, 2019. The second reading is scheduled for May 21st, 2019. The new zoning code language will address more detailed policies and procedures regarding conditional rezonings.

Ecorse Road zoning code text amendment: The Planning Commission recommended approval to the Township Board regarding the new zoning code language to match the 2018 Placemaking Plan recommendations on April 23rd, 2019. The Board will see this item on the May and June agenda. The Planning Commission public hearing for the zoning language and rezonings will take place on April 23rd, 2019. The new zoning language, once implemented, is also a condition for establishing a CIA (Corridor Improvement Authority) which may aid funding for corridor streetscape and business cohesion.

Woodlands Ordinance review: The Woodlands Ordinance is currently under review. An update to the Township Woodland Protection Ordinance, Chapter 24, Article III would help redevelopment on smaller parcels and better protect the woodlands in the Township.

If you should have any question or comments as it relates to this report, please contact us at 734-544-3651 or by email at cwilson@ytown.org.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS ACTIVE LAWSUITS & OTHER MISCELLANEOUS PROJECTS

Date: May 10, 2019

Staff and legal counsel are actively engaged in working to resolve the following authorized lawsuits in Washtenaw County Circuit Court:

| St# | Dir | Address | Defendant | Nature of Case | Status |
|------|-----|-----------------|--------------------------------|---|----------------------|
| 1754 | E | Michigan Avenue | Martha Jo & Charlie Chatfield | Multiple zoning, fire and building code violations, further inspections pending | AUTHORIZED AND FILED |
| 2734 | | Peachcrest | Oscar Eden | Vacant-PM-Blight | AUTHORIZED AND FILED |
| 1005 | | Emerick | GV, LLC (Robert Hull) | Gault Village shopping center | AUTHORIZED AND FILED |
| 2850 | | Appleridge | Estate of Emma Robertson | Public Nuisance | AUTHORIZED AND FILED |
| 1196 | | Lester | Judy Pontius | Public Nuisance | AUTHORIZED AND FILED |
| 1635 | | Wismer | Living Trust Nancy J. Sturgill | Public Nuisance | AUTHORIZED AND FILED |
| 618 | | Bagley | Artur Starobiivsky | Public Nuisance | AUTHORIZED AND FILED |

| | | | | | |
|---------|---|------------|--|---|----------------------|
| 2355 | | Wiard | D&G Auto Salvage | Public Nuisance | AUTHORIZED AND FILED |
| 924-940 | | Minion | Olympia Sales Co, Crown Tumbling, Cobb Express | Zoning/Woodland Protection/Soil Erosion | AUTHORIZED AND FILED |
| 1405 | | Ecorse | Elks Club | Public Nuisance | AUTHORIZED AND FILED |
| 1241 | | Rambling | Beverly Finkbeiner (Deutsch Bank Nat'l Trust 04/18/18) | Public Nuisance | AUTHORIZED AND FILED |
| 2124 | | Bomber | Peter Burgard | Public Nuisance | AUTHORIZED AND FILED |
| 1478 | | Desoto | Sharon D. Jones | Public Nuisance | AUTHORIZED AND FILED |
| 750 | | Calder | Sheila Mae Ellis | Padlock | AUTHORIZED AND FILED |
| 167 | N | Ford Blvd | Azmin Clark | Public Nuisance | AUTHORIZED AND FILED |
| 601 | | Dons Drive | SIMON GHERGHEL | Public Nuisance | AUTHORIZED AND FILED |
| 1375 | N | Prospect | Nellie Fridge | Fire | AUTHORIZED AND FILED |

| | | | | | |
|------|---|--------------------------|--|-------------------------|----------------------|
| 7586 | | Warwick | ASR Property, LLC | Drug Padlock | AUTHORIZED AND FILED |
| 1503 | | E. Michigan | Malek& Jenias Mohammed-KH Hamami | Public Nuisance | Authorized |
| 359 | | Oregon | Charles Horn | Public Nuisance | AUTHORIZED AND FILED |
| 1392 | | Holmes Rd | Great Arbor Properties, Inc. | Drug Padlock | AUTHORIZED AND FILED |
| 1032 | | Grove Rd | Gerald McMahon | Ford Lake earth work | AUTHORIZED AND FILED |
| 2545 | | Coolidge | Donna Cole | Public Nuisance | AUTHORIZED AND FILED |
| 9822 | | Woodland Ct | Glada Asset Management, LLC | Public Nuisance | AUTHORIZED AND FILED |
| 2499 | E | Michigan - Greenbrier | Burton | Public Nuisance | AUTHORIZED AND FILED |
| 1580 | S | Harris | Robby & Kristi Wilton | Public Nuisance | AUTHORIZED AND FILED |
| 670 | | Onandaga | Greater Faith Church | Public Nuisance | Authorized |
| 363 | | Oregon | PNC Bank | Public Nuisance | AUTHORIZED AND FILED |

| | | | | | |
|------|--|--------------|--|-----------------|----------------------|
| 2259 | | Valley Drive | Dieter, Cornelius, Lakeview Loan Servicing | Public Nuisance | AUTHORIZED AND FILED |
| 8734 | | Lilly Dr | Gregory Heard | Public Nuisance | AUTHORIZED AND FILED |
| 677 | | Onandaga | The Bank of New York Mellon | Public Nuisance | AUTHORIZED AND FILED |
| 1114 | | Hunter | Barbara Chiweshe | Public Nuisance | AUTHORIZED AND FILED |
| 6934 | | Poplar Drive | Zachary Clipper, SR. et al | Padlock | AUTHORIZED AND FILED |
| 1474 | | Ecorse | Hallak Ypsi, LLC | Public Nuisance | AUTHORIZED AND FILED |
| 5900 | | Bridge #408 | Lake Pointe Trafalgar Limited Partnership | Padlock | AUTHORIZED AND FILED |
| 418 | | Villa Dr | Arbor One 18, LLC | Padlock | AUTHORIZED AND FILED |
| 1594 | | Andrea | Estate of Larry Davis Jr. | Public Nuisance | Authorized/pending |
| 1499 | | Grove Rd | Pam Fletcher | Public Nuisance | Authorized/pending |
| 2358 | | Ravinewood | Pauline Egbuogu | Public Nuisance | Authorized/pending |

Staff are actively engaged with property owners to resolve the following building fire repair projects:

| St # | Dir | Address | Responsible Party | Nature of Case | Initial Date | Escrow Funds? | Demo or Repair? | Permit Issued? |
|------|-----|----------|---------------------|----------------|--------------|---------------|-----------------|----------------|
| 610 | | Woodlawn | Paul Johnson | Fire | 10/10/2017 | \$12,262 | Repair | yes |
| 777 | | Dodge Ct | Unfolding Chaos LLC | Fire | 2/10/2019 | \$12,746 | Repair | yes |

Demolition Projects: OCS staff is monitoring the demolition of the Kettering and Thurston school buildings by Ypsilanti Community Schools.

Traffic Calming Devices Projects: OCS staff are engaged with the Washtenaw County Road Commission and community residents to verify petition signatures seeking to install speed humps on the following neighborhood streets:

- Nash Ave between Tyler Rd and US-12 Service Drive
 - Assisting members of the West Willow traffic safety committee to contact and seek support from landlords in the affected target area.

Law Enforcement Center

- Working with OHM to review bids to replace the standby power generator

Community Safety Camera System

- Working with consultants and the clerk’s office to install new camera sites
 - Ponds at Majestic Lakes/Lakewood Ponds
 - Village at Majestic Lakes/Majestic Lakes Estates/Lakewood Estates
 - Nautica Pointe/Redwood
 - The Cliffs (consortium of 5 condominium associations on Grove Rd)
- Working with consultants and the clerk’s office to correct deficient equipment at the following existing neighborhoods:
 - Thurston
 - Parkwood/Airport Industrial camera relocation due to MDOT construction (waiting for DTE to install new pole/light)

Liquor Ordinance review & evaluation

- Working with legal counsel to review and evaluate the current liquor ordinance to align with recent changes in state law.

BUILDING DEPARTMENT PERMIT ACTIVITY

APRIL 2019

NOTE: Construction value data is only collected for building permits (excludes trade permits)

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|--------------------|-------------|---------------|------------------------------|--------------------|
| Bike Path | Bike Path | 04/04/2019 | PBP19-0013 | 9030 COUNTRY VIEW DR | \$0.00 |
| Bike Path | Bike Path | 04/04/2019 | PBP19-0012 | 9050 COUNTRY VIEW DR | \$0.00 |
| Bike Path | Bike Path | 04/04/2019 | PBP19-0011 | 9091 WHITE TAIL CT | \$0.00 |
| Bike Path | Bike Path | 04/09/2019 | PBP19-0002 | 9010 COUNTRY VIEW DR | \$0.00 |
| Bike Path | Bike Path | 04/12/2019 | PBP18-0057 | 9242 WHITE WING DR Bldg. #27 | \$0.00 |
| Bike Path | Bike Path | 04/12/2019 | PBP18-0051 | 9242 WHITE WING DR Bldg. #28 | \$0.00 |
| Bike Path | Bike Path | 04/17/2019 | PBP19-0014 | 8849 NATALIE CT | \$0.00 |
| Bike Path | Bike Path | 04/24/2019 | PBP19-0009 | 515 JAMES L HART PKWY | \$0.00 |
| Bike Path | Bike Path | 04/30/2019 | PBP19-0010 | 9150 WHITE TAIL CT | \$0.00 |
| Building | Com Alter/Repair | 04/03/2019 | PB19-0012 | 166 JAMES L HART PKWY | \$30,000.00 |
| Building | Com Alter/Repair | 04/18/2019 | PB19-0013 | 1497 ECORSE RD | \$2,150.00 |
| Building | Com Alter/Repair | 04/25/2019 | PB19-0327 | 315 S FORD BLVD | \$1,600.00 |
| Building | Com New Building | 04/24/2019 | PB19-0162 | 515 JAMES L HART PKWY | \$6,251,615.00 |
| Building | Com Roof | 04/11/2019 | PB19-0241 | 1625 CLIFFS LNDG BLDG D | \$27,645.00 |
| Building | Com Roof | 04/11/2019 | PB19-0244 | 1655 CLIFFS LNDG BLDG C | \$27,645.00 |
| Building | Com Roof | 04/11/2019 | PB19-0245 | 1685 CLIFFS LNDG BLDG B | \$27,645.00 |
| Building | Comm Misc. | 04/08/2019 | PB19-0104 | 2170 PACKARD RD | \$24,633.00 |
| Building | Comm Misc. | 04/18/2019 | PB19-0246 | 7200 S HURON RIVER DR | \$2,465.00 |
| Building | Demolish Structure | 04/17/2019 | PB19-0272 | 1281 FALL RIVER RD | \$1,800.00 |
| Building | Mobile Home | 04/11/2019 | PB19-0217 | 2500 HOLMES RD 603 | \$0.00 |
| Building | Res Alter/Repair | 04/03/2019 | PB19-0192 | 1124 GROVE RD | \$31,698.00 |
| Building | Res Alter/Repair | 04/08/2019 | PB19-0212 | 1184 LEXINGTON PKWY | \$0.00 |
| Building | Res Alter/Repair | 04/10/2019 | PB19-0170 | 39 EDISON AVE | \$13,345.00 |
| Building | Res Alter/Repair | 04/18/2019 | PB19-0166 | 7457 TEXTILE RD | \$6,071.00 |
| Building | Res Alter/Repair | 04/18/2019 | PB19-0216 | 1228 PARKWOOD AVE | \$7,039.00 |
| Building | Res Alter/Repair | 04/22/2019 | PB19-0265 | 7963 LAKE CREST DR | \$79,000.00 |
| Building | Res Alter/Repair | 04/25/2019 | PB19-0258 | 5857 MUNGER RD | \$30,000.00 |
| Building | Res Alter/Repair | 04/25/2019 | PB19-0325 | 9570 HEREFORD DR | \$3,753.00 |
| Building | Res Alter/Repair | 04/29/2019 | PB19-0329 | 5530 PINEVIEW DR | \$40,000.00 |
| Building | Res Deck | 04/17/2019 | PB19-0243 | 7357 W BROOK DR | \$8,321.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|----------------------|-------------|---------------|------------------------------|--------------------|
| Building | Res Deck | 04/18/2019 | PB19-0196 | 9216 COUNTRY VIEW DR | \$4,600.00 |
| Building | Res Deck | 04/30/2019 | PB19-0266 | 7356 MERIDIAN DR | \$5,000.00 |
| Building | Res Finish Basement | 04/23/2019 | PB19-0275 | 6264 ASPEN WAY | \$7,000.00 |
| Building | Res Finish Basement | 04/26/2019 | PB19-0313 | 8891 LILLY DR | \$30,450.00 |
| Building | Res Garage detached | 04/11/2019 | PB19-0228 | 6223 S MOHAWK AVE | \$24,000.00 |
| Building | Res Garage detached | 04/12/2019 | PB19-0210 | 6209 SWALLOW LN | \$41,700.00 |
| Building | Res Garage detached | 04/22/2019 | PB19-0201 | 1411 DESOTO AVE | \$5,000.00 |
| Building | Res Handicap Ramp | 04/12/2019 | PB19-0158 | 1161 MAPLEWOOD AVE | \$1,500.00 |
| Building | Res Misc. | 04/04/2019 | PB19-0179 | 2325 GROVE RD | \$400.00 |
| Building | Res Misc. | 04/04/2019 | PB19-0174 | 7925 NEWBURY DR | \$29,482.00 |
| Building | Res Misc. | 04/09/2019 | PB19-0234 | 1114 HUNTER AVE | \$150.00 |
| Building | Res Misc. | 04/22/2019 | PB19-0293 | 1443 GROVE RD | \$10,000.00 |
| Building | Res New Multi-Family | 04/12/2019 | PB17-1398 | 9242 WHITE WING DR Bldg. #27 | \$656,656.00 |
| Building | Res New Multi-Family | 04/12/2019 | PB17-1400 | 9242 WHITE WING DR Bldg. #28 | \$656,656.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0218 | 9242 WHITE WING DR Bldg. #11 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0249 | 9242 WHITE WING DR Bldg. #12 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0254 | 9242 WHITE WING DR Bldg. #13 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0259 | 9242 WHITE WING DR Bldg. #14 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0224 | 9242 WHITE WING DR Bldg. #15 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0221 | 9242 WHITE WING DR Bldg. #16 | \$0.00 |
| Building | Res New Multi-Family | 04/15/2019 | PB19-0220 | 9242 WHITE WING DR Bldg. #26 | \$0.00 |
| Building | Res New Roof | 04/01/2019 | PB19-0200 | 2530 SOUTHLAWN ST | \$9,969.00 |
| Building | Res New Roof | 04/03/2019 | PB19-0204 | 8804 TAMARACK LN | \$17,991.00 |
| Building | Res New Roof | 04/03/2019 | PB19-0205 | 5107 BEMIS RD | \$19,199.00 |
| Building | Res New Roof | 04/03/2019 | PB19-0206 | 8071 SPRINGWATER DR | \$6,748.00 |
| Building | Res New Roof | 04/04/2019 | PB19-0207 | 864 E FOREST AVE | \$4,000.00 |
| Building | Res New Roof | 04/04/2019 | PB19-0209 | 1055 GROVE RD | \$2,150.00 |
| Building | Res New Roof | 04/05/2019 | PB19-0213 | 2463 DRAPER AVE | \$8,100.00 |
| Building | Res New Roof | 04/05/2019 | PB19-0214 | 7040 OAKRIDGE DR | \$7,670.00 |
| Building | Res New Roof | 04/05/2019 | PB19-0215 | 7343 WILLOW CREEK DR | \$5,900.00 |
| Building | Res New Roof | 04/08/2019 | PB19-0222 | 170 HILLCREST BLVD | \$12,900.00 |
| Building | Res New Roof | 04/08/2019 | PB19-0226 | 1256 LESTER AVE | \$9,992.00 |
| Building | Res New Roof | 04/08/2019 | PB19-0187 | 9335 S HURON RIVER DR | \$50,871.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|--------------|-------------|---------------|------------------------|--------------------|
| Building | Res New Roof | 04/08/2019 | PB19-0230 | 1923 MARY CATHERINE ST | \$7,078.00 |
| Building | Res New Roof | 04/08/2019 | PB19-0232 | 6358 JONQUIL LN | \$6,900.00 |
| Building | Res New Roof | 04/08/2019 | PB19-0233 | 83 S MANSFIELD ST | \$9,116.00 |
| Building | Res New Roof | 04/09/2019 | PB19-0238 | 7043 BERWICK CT | \$9,567.00 |
| Building | Res New Roof | 04/10/2019 | PB19-0239 | 315 HILLCREST BLVD | \$5,000.00 |
| Building | Res New Roof | 04/10/2019 | PB19-0240 | 9698 FALMOUTH DR | \$13,450.00 |
| Building | Res New Roof | 04/10/2019 | PB19-0242 | 1291 CANDLEWOOD LN | \$4,000.00 |
| Building | Res New Roof | 04/11/2019 | PB19-0247 | 7871 SHIRE LN | \$10,000.00 |
| Building | Res New Roof | 04/11/2019 | PB19-0248 | 74 OHIO ST | \$7,810.00 |
| Building | Res New Roof | 04/11/2019 | PB19-0250 | 1145 EVELYN AVE | \$3,860.00 |
| Building | Res New Roof | 04/11/2019 | PB19-0251 | 6883 MAPLELAWN DR | \$6,687.00 |
| Building | Res New Roof | 04/15/2019 | PB19-0260 | 391 SENATE AVE | \$3,400.00 |
| Building | Res New Roof | 04/15/2019 | PB19-0261 | 10360 MARTZ RD | \$19,148.00 |
| Building | Res New Roof | 04/16/2019 | PB19-0267 | 8846 LAKEWAY CT | \$27,173.00 |
| Building | Res New Roof | 04/17/2019 | PB19-0273 | 291 DAKOTA AVE | \$3,815.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0278 | 830 NASH AVE | \$7,338.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0277 | 6120 LAKE DR 346 | \$3,000.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0279 | 5872 MEADOWVIEW ST | \$10,352.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0280 | 7270 TEXTILE RD | \$11,978.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0281 | 588 PINewood ST | \$3,600.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0285 | 1003 N PROSPECT RD | \$14,700.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0286 | 1168 E CLARK RD | \$6,400.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0290 | 8017 EDEN CT | \$12,176.00 |
| Building | Res New Roof | 04/18/2019 | PB19-0291 | 7378 WELLINGTON LN | \$12,313.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0292 | 6307 CREEKSIDE CIR | \$9,896.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0294 | 867 MAPLEWOOD AVE | \$1,600.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0297 | 7260 WILLOW CREEK DR | \$7,980.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0298 | 7306 W BROOK DR | \$8,680.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0299 | 9940 JULIE ST 212 | \$3,900.00 |
| Building | Res New Roof | 04/22/2019 | PB19-0302 | 8823 TRILLIUM DR | \$7,318.00 |
| Building | Res New Roof | 04/24/2019 | PB19-0316 | 6844 LAKEWAY ST | \$15,000.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0320 | 7211 MUIRFIELD DR | \$12,924.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0321 | 112 HILLCREST BLVD | \$11,465.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|-----------------------|-------------|---------------|------------------------|--------------------|
| Building | Res New Roof | 04/25/2019 | PB19-0322 | 5671 CAREN DR | \$8,786.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0323 | 147 N FORD BLVD | \$8,890.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0319 | 132 JEROME AVE | \$3,030.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0324 | 1967 BURNS ST | \$6,920.00 |
| Building | Res New Roof | 04/25/2019 | PB19-0328 | 1251 HUNTER AVE | \$3,800.00 |
| Building | Res New Roof | 04/26/2019 | PB19-0335 | 5675 BIG PINE DR | \$23,593.00 |
| Building | Res New Roof | 04/26/2019 | PB19-0337 | 1147 LORI ST | \$5,100.00 |
| Building | Res New Roof | 04/29/2019 | PB19-0287 | 7804 RAINTREE DR | \$12,500.00 |
| Building | Res New Roof | 04/29/2019 | PB19-0344 | 6022 S MIAMI ST | \$3,700.00 |
| Building | Res New Roof | 04/29/2019 | PB19-0345 | 5917 WILLOWBRIDGE RD | \$15,600.00 |
| Building | Res New Roof | 04/30/2019 | PB19-0348 | 820 N HARRIS RD | \$2,000.00 |
| Building | Res New Roof | 04/30/2019 | PB19-0349 | 6222 RICK ST 29 | \$9,500.00 |
| Building | Res New Single Family | 04/04/2019 | PB19-0186 | 9030 COUNTRY VIEW DR | \$336,973.00 |
| Building | Res New Single Family | 04/04/2019 | PB19-0185 | 9050 COUNTRY VIEW DR | \$321,266.00 |
| Building | Res New Single Family | 04/04/2019 | PB19-0184 | 9091 WHITE TAIL CT | \$219,835.00 |
| Building | Res New Single Family | 04/09/2019 | PB19-0077 | 9010 COUNTRY VIEW DR | \$321,543.00 |
| Building | Res New Single Family | 04/17/2019 | PB19-0208 | 8849 NATALIE CT | \$218,400.00 |
| Building | Res New Single Family | 04/30/2019 | PB19-0181 | 9150 WHITE TAIL CT | \$257,046.00 |
| Building | Res Shed | 04/29/2019 | PB19-0274 | 1348 BLOSSOM AVE | \$0.00 |
| Building | Res Siding | 04/09/2019 | PB19-0235 | 1184 LEXINGTON PKWY | \$1,685.00 |
| Building | Res Siding | 04/09/2019 | PB19-0236 | 2310 PACKARD RD | \$2,750.00 |
| Building | Res Windows | 04/01/2019 | PB19-0197 | 7006 REGENT DR | \$7,371.00 |
| Building | Res Windows | 04/01/2019 | PB19-0198 | 1655 CLIFFS 102 C LNDG | \$6,490.00 |
| Building | Res Windows | 04/01/2019 | PB19-0199 | 1055 E CROSS ST | \$4,675.00 |
| Building | Res Windows | 04/01/2019 | PB19-0148 | 2350 MERRILL ST | \$3,374.00 |
| Building | Res Windows | 04/03/2019 | PB19-0203 | 8019 THORNHILL DR | \$2,304.00 |
| Building | Res Windows | 04/08/2019 | PB19-0223 | 1979 VALLEY DR | \$9,260.00 |
| Building | Res Windows | 04/08/2019 | PB19-0225 | 2303 HOLMES RD | \$6,980.00 |
| Building | Res Windows | 04/08/2019 | PB19-0227 | 7045 PAMELA DR | \$3,000.00 |
| Building | Res Windows | 04/08/2019 | PB19-0229 | 8388 FARM LN | \$13,808.00 |
| Building | Res Windows | 04/08/2019 | PB19-0231 | 567 HUNT PL | \$2,872.00 |
| Building | Res Windows | 04/08/2019 | PB19-0211 | 1184 LEXINGTON PKWY | \$0.00 |
| Building | Res Windows | 04/09/2019 | PB19-0237 | 578 MAULBETSCH ST | \$1,829.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-----------------|-----------------|-------------|---------------|------------------------|--------------------|
| Building | Res Windows | 04/11/2019 | PB19-0252 | 6714 CROSSOVER LN | \$5,900.00 |
| Building | Res Windows | 04/11/2019 | PB19-0253 | 1936 BURNS ST | \$4,364.00 |
| Building | Res Windows | 04/12/2019 | PB19-0256 | 7156 HOMESTEAD RD | \$4,948.00 |
| Building | Res Windows | 04/15/2019 | PB19-0257 | 7055 STONY CREEK RD | \$10,461.00 |
| Building | Res Windows | 04/15/2019 | PB19-0263 | 1543 WINGATE BLVD | \$8,274.00 |
| Building | Res Windows | 04/22/2019 | PB19-0300 | 7204 INDIAN WELLS DR | \$6,645.00 |
| Building | Res Windows | 04/24/2019 | PB19-0314 | 7909 LAKE CREST DR | \$16,234.00 |
| Building | Res Windows | 04/24/2019 | PB19-0315 | 5470 MICHAEL DR | \$12,529.00 |
| Building | Res Windows | 04/25/2019 | PB19-0326 | 5431 MICHAEL DR | \$2,658.00 |
| Building | Res Windows | 04/26/2019 | PB19-0262 | 1262 SHIRLEY DR | \$7,554.00 |
| Building | Res Windows | 04/29/2019 | PB19-0338 | 7221 POPLAR DR | \$2,808.00 |
| Building | Res Windows | 04/29/2019 | PB19-0339 | 2824 ROUNDTREE BLVD | \$835.00 |
| Building | Res Windows | 04/29/2019 | PB19-0340 | 1185 HAWTHORNE AVE | \$2,000.00 |
| Building | Res Windows | 04/29/2019 | PB19-0342 | 1700 GROVE RD | \$24,644.00 |
| Building | Res Windows | 04/29/2019 | PB19-0343 | 2326 BURNS ST | \$95.00 |
| Code Inspection | Code Inspection | 04/01/2019 | PCD19-0014 | 9160 S HURON RIVER DR | \$0.00 |
| Code Inspection | Code Inspection | 04/04/2019 | PCD19-0016 | 7478 CARLTON DR | \$0.00 |
| Code Inspection | Code Inspection | 04/05/2019 | PCD19-0017 | 1184 LEXINGTON PKWY | \$0.00 |
| Electrical | Electrical | 04/01/2019 | PE19-0129 | 5917 HITCHINGHAM RD | \$0.00 |
| Electrical | Electrical | 04/01/2019 | PE19-0130 | 391 SENATE AVE | \$0.00 |
| Electrical | Electrical | 04/01/2019 | PE19-0131 | 1571 RUSSELL ST | \$0.00 |
| Electrical | Electrical | 04/01/2019 | PE19-0132 | 2559 GROVE RD | \$0.00 |
| Electrical | Electrical | 04/03/2019 | PE19-0133 | 1240 PAGEANT AVE | \$0.00 |
| Electrical | Electrical | 04/04/2019 | PE19-0134 | 166 JAMES L HART PKWY | \$0.00 |
| Electrical | Electrical | 04/05/2019 | PE19-0135 | 8035 VALLEYVIEW DR | \$0.00 |
| Electrical | Electrical | 04/08/2019 | PE19-0137 | 204 OREGON ST | \$0.00 |
| Electrical | Electrical | 04/08/2019 | PE19-0138 | 77 DEVONSHIRE RD | \$0.00 |
| Electrical | Electrical | 04/08/2019 | PE19-0139 | 83 S MANSFIELD ST | \$0.00 |
| Electrical | Electrical | 04/09/2019 | PE19-0141 | 2085 E MICHIGAN AVE | \$0.00 |
| Electrical | Electrical | 04/09/2019 | PE19-0144 | 2072 WHITTAKER BLDG F | \$0.00 |
| Electrical | Electrical | 04/09/2019 | PE19-0145 | 1246 LEFORGE RD N6 | \$0.00 |
| Electrical | Electrical | 04/09/2019 | PE19-0146 | 1240 LEFORGE RD P3 | \$0.00 |
| Electrical | Electrical | 04/10/2019 | PE19-0147 | 1245 HULL AVE | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|------------|-------------|---------------|------------------------|--------------------|
| Electrical | Electrical | 04/11/2019 | PE19-0142 | 775 JAMES L HART PKWY | \$0.00 |
| Electrical | Electrical | 04/11/2019 | PE19-0149 | 689 ONANDAGA AVE | \$0.00 |
| Electrical | Electrical | 04/11/2019 | PE19-0150 | 1124 GROVE RD | \$0.00 |
| Electrical | Electrical | 04/12/2019 | PE19-0140 | 1184 LEXINGTON PKWY | \$0.00 |
| Electrical | Electrical | 04/12/2019 | PE19-0151 | 2777 STATE | \$0.00 |
| Electrical | Electrical | 04/15/2019 | PE19-0152 | 7851 BRIARBROOK DR | \$0.00 |
| Electrical | Electrical | 04/16/2019 | PE19-0154 | 807 JEROME AVE | \$0.00 |
| Electrical | Electrical | 04/17/2019 | PE19-0155 | 7925 NEWBURY DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0157 | 9310 TALLWOOD DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0158 | 9316 TALLWOOD DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0159 | 9320 TALLWOOD DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0160 | 9326 TALLWOOD DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0161 | 7401 GREENFIELD ST | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0162 | 8845 NATALIE CT | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0163 | 39 EDISON AVE | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0164 | 8875 NATALIE CT | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0165 | 9134 WHITE TAIL CT | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0166 | 9010 COUNTRY VIEW DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0167 | 9038 WHITE TAIL CT | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0168 | 9163 WHITE TAIL CT | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0169 | 9241 WHITE TAIL DR | \$0.00 |
| Electrical | Electrical | 04/22/2019 | PE19-0170 | 266 S WALLACE BLVD | \$0.00 |
| Electrical | Electrical | 04/23/2019 | PE19-0171 | 1292 E MICHIGAN AVE | \$0.00 |
| Electrical | Electrical | 04/23/2019 | PE19-0172 | 760 NASH AVE | \$0.00 |
| Electrical | Electrical | 04/23/2019 | PE19-0156 | 6264 ASPEN WAY | \$0.00 |
| Electrical | Electrical | 04/24/2019 | PE19-0173 | 2500 HOLMES RD 603 | \$0.00 |
| Electrical | Electrical | 04/24/2019 | PE19-0174 | 991 DAVIS ST | \$0.00 |
| Electrical | Electrical | 04/24/2019 | PE19-0175 | 7309 WELLINGTON LN | \$0.00 |
| Electrical | Electrical | 04/24/2019 | PE19-0176 | 1114 HUNTER AVE | \$0.00 |
| Electrical | Electrical | 04/25/2019 | PE19-0177 | 2170 PACKARD RD | \$0.00 |
| Electrical | Electrical | 04/25/2019 | PE19-0143 | 2780 PACKARD RD | \$0.00 |
| Electrical | Electrical | 04/25/2019 | PE19-0179 | 9205 WHITE TAIL DR | \$0.00 |
| Electrical | Electrical | 04/25/2019 | PE19-0180 | 1414 BORGSTROM AVE | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|------------------|------------------|-------------|---------------|------------------------------|--------------------|
| Electrical | Electrical | 04/29/2019 | PE19-0182 | 1250 E MICHIGAN AVE | \$0.00 |
| Fire Suppression | Fire Suppression | 04/29/2019 | PFS19-0002 | 1290 ANNA J STEPP | \$0.00 |
| Fire Suppression | Fire Suppression | 04/30/2019 | PFS18-0024 | 9242 WHITE WING DR Bldg. #14 | \$0.00 |
| Fire Suppression | Fire Suppression | 04/30/2019 | PFS18-0023 | 9242 WHITE WING DR Bldg. #13 | \$0.00 |
| Mechanical | Mechanical | 04/01/2019 | PM19-0350 | 1124 GROVE RD | \$0.00 |
| Mechanical | Mechanical | 04/01/2019 | PM19-0351 | 9118 WHITE TAIL CT | \$0.00 |
| Mechanical | Mechanical | 04/01/2019 | PM19-0352 | 2506 BURNS ST | \$0.00 |
| Mechanical | Mechanical | 04/01/2019 | PM19-0353 | 195 EDISON AVE | \$0.00 |
| Mechanical | Mechanical | 04/01/2019 | PM19-0354 | 7950 E MEADOWVIEW CT | \$0.00 |
| Mechanical | Mechanical | 04/02/2019 | PM19-0355 | 1299 HUNTER AVE | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0356 | 5959 WILLOWBRIDGE RD | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0357 | 34 JOHNSON ST | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0358 | 1171 SHARE AVE | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0360 | 42 OHIO ST | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0359 | 5657 PRINCETON PL | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0361 | 1092 JANET AVE | \$0.00 |
| Mechanical | Mechanical | 04/03/2019 | PM19-0362 | 1695 CLIFFS 302 B LNDG | \$0.00 |
| Mechanical | Mechanical | 04/04/2019 | PM19-0363 | 1226 E FOREST AVE | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0364 | 1092 GROVE RD | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0365 | 5070 BOSUNS WAY B1 | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0366 | 8769 SPINNAKER WAY A4 | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0367 | 8775 SPINNAKER WAY B3 | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0369 | 8760 TRILLIUM DR | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0370 | 6286 SCHUSS XING | \$0.00 |
| Mechanical | Mechanical | 04/05/2019 | PM19-0371 | 845 DEBBY CT | \$0.00 |
| Mechanical | Mechanical | 04/08/2019 | PM19-0372 | 1240 PAGEANT AVE | \$0.00 |
| Mechanical | Mechanical | 04/08/2019 | PM19-0373 | 8035 VALLEYVIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/08/2019 | PM19-0374 | 83 S MANSFIELD ST | \$0.00 |
| Mechanical | Mechanical | 04/08/2019 | PM19-0375 | 32 DEVONSHIRE RD | \$0.00 |
| Mechanical | Mechanical | 04/08/2019 | PM19-0376 | 1933 GROVE RD | \$0.00 |
| Mechanical | Mechanical | 04/09/2019 | PM19-0377 | 5761 HUNTINGTON DR | \$0.00 |
| Mechanical | Mechanical | 04/09/2019 | PM19-0378 | 7560 DOVER DR | \$0.00 |
| Mechanical | Mechanical | 04/09/2019 | PM19-0379 | 375 S MANSFIELD ST | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|------------|-------------|---------------|------------------------|--------------------|
| Mechanical | Mechanical | 04/10/2019 | PM19-0380 | 1245 HULL AVE | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0381 | 8169 STARLING CT | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0382 | 1254 LAUREL AVE | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0383 | 9360 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0384 | 9366 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0385 | 9370 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0386 | 9376 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0387 | 9380 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0388 | 9386 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0389 | 7262 GREENFIELD ST | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0390 | 9964 GERALDINE ST 181 | \$0.00 |
| Mechanical | Mechanical | 04/10/2019 | PM19-0391 | 511 EUGENE ST | \$0.00 |
| Mechanical | Mechanical | 04/11/2019 | PM19-0392 | 1451 ECORSE RD | \$0.00 |
| Mechanical | Mechanical | 04/11/2019 | PM19-0393 | 2580 HOLMES 51 | \$0.00 |
| Mechanical | Mechanical | 04/11/2019 | PM19-0394 | 1496 WINGATE BLVD | \$0.00 |
| Mechanical | Mechanical | 04/12/2019 | PM19-0395 | 7160 STREAMWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/12/2019 | PM19-0396 | 6988 MC KEAN 042 | \$0.00 |
| Mechanical | Mechanical | 04/12/2019 | PM19-0397 | 1236 E CLARK RD | \$0.00 |
| Mechanical | Mechanical | 04/15/2019 | PM19-0398 | 7851 BRIARBROOK DR | \$0.00 |
| Mechanical | Mechanical | 04/15/2019 | PM19-0399 | 137 N FORD BLVD | \$0.00 |
| Mechanical | Mechanical | 04/15/2019 | PM19-0400 | 2006 MCKINLEY AVE | \$0.00 |
| Mechanical | Mechanical | 04/15/2019 | PM19-0401 | 5809 SUNSET TRL | \$0.00 |
| Mechanical | Mechanical | 04/15/2019 | PM19-0402 | 5379 HIGH RIDGE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0403 | 935 N TERRACE LN | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0404 | 7373 ROYAL TROON DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0405 | 604 MONTREAL AVE | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0406 | 640 E CLARK RD | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0407 | 6313 WATERSIDE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0408 | 6319 WATERSIDE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0409 | 6331 WATERSIDE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0410 | 6325 WATERSIDE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0411 | 6337 WATERSIDE DR | \$0.00 |
| Mechanical | Mechanical | 04/16/2019 | PM19-0412 | 6343 WATERSIDE DR | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|------------|-------------|---------------|------------------------|--------------------|
| Mechanical | Mechanical | 04/18/2019 | PM19-0418 | 9321 CREEKWAY DR | \$0.00 |
| Mechanical | Mechanical | 04/22/2019 | PM19-0419 | 1141 S HARRIS RD | \$0.00 |
| Mechanical | Mechanical | 04/22/2019 | PM19-0421 | 605 PINWOOD ST | \$0.00 |
| Mechanical | Mechanical | 04/22/2019 | PM19-0422 | 1574 RUSSELL ST | \$0.00 |
| Mechanical | Mechanical | 04/22/2019 | PM19-0423 | 42 OHIO ST | \$0.00 |
| Mechanical | Mechanical | 04/22/2019 | PM19-0424 | 972 JUNEAU RD | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0428 | 1241 RUSSELL ST | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0427 | 185 RUSSELL CT | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0429 | 193 RUSSELL CT LAUNDRY | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0430 | 199 RUSSELL BLVD | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0431 | 159 RUSSELL BLVD | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0432 | 107 RUSSELL BLVD | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0433 | 1339 RUSSELL ST | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0434 | 130 RUSSELL BLVD | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0417 | 6264 ASPEN WAY | \$0.00 |
| Mechanical | Mechanical | 04/23/2019 | PM19-0435 | 2140 CHEVROLET AVE | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0436 | 2387 HARDING AVE | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0437 | 1768 HEATHERRIDGE ST | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0438 | 2938 WASHTENAW AVE 2A | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0439 | 2950 WASHTENAW AVE 2A | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0440 | 2952 WASHTENAW AVE 2B | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0441 | 562 DESOTO AVE | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0442 | 7309 WELLINGTON LN | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0443 | 7998 LAKE CREST DR | \$0.00 |
| Mechanical | Mechanical | 04/24/2019 | PM19-0444 | 1114 HUNTER AVE | \$0.00 |
| Mechanical | Mechanical | 04/25/2019 | PM19-0447 | 609 DUBIE AVE | \$0.00 |
| Mechanical | Mechanical | 04/25/2019 | PM19-0448 | 1232 MARCUS AVE | \$0.00 |
| Mechanical | Mechanical | 04/25/2019 | PM19-0449 | 1174 NASH AVE | \$0.00 |
| Mechanical | Mechanical | 04/25/2019 | PM19-0450 | 7350 WELLINGTON LN | \$0.00 |
| Mechanical | Mechanical | 04/25/2019 | PM19-0451 | 9205 WHITE TAIL DR | \$0.00 |
| Mechanical | Mechanical | 04/26/2019 | PM19-0455 | 36 OHIO ST | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0457 | 9323 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0458 | 9329 TALLWOOD DR | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|-------------|-------------|---------------|------------------------------|--------------------|
| Mechanical | Mechanical | 04/29/2019 | PM19-0459 | 9333 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0460 | 9339 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0461 | 6140 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0462 | 6148 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0463 | 6158 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0464 | 6166 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0465 | 580 KENNEDY AVE | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0466 | 9343 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0467 | 9349 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0468 | 9363 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0469 | 9369 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0470 | 9400 TALLWOOD CT | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0471 | 9404 TALLWOOD CT | \$0.00 |
| Mechanical | Mechanical | 04/29/2019 | PM19-0472 | 9410 TALLWOOD CT | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0473 | 9414 TALLWOOD CT | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0474 | 6100 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0475 | 6108 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0476 | 6116 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0477 | 6124 JOYCE VIEW DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0478 | 9310 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0479 | 9316 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0480 | 9320 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0481 | 9326 TALLWOOD DR | \$0.00 |
| Mechanical | Mechanical | 04/30/2019 | PM19-0482 | 1568 HARRY ST | \$0.00 |
| Mechanical | Mobile Home | 04/11/2019 | PM19-0368 | 2500 HOLMES RD 603 | \$0.00 |
| Plumbing | Mechanical | 04/29/2019 | PP19-0178 | 9242 WHITE WING DR Bldg. #08 | \$0.00 |
| Plumbing | Mobile Home | 04/11/2019 | PP19-0134 | 2500 HOLMES RD 603 | \$0.00 |
| Plumbing | Plumbing | 04/01/2019 | PP19-0123 | 1272 E CLARK RD | \$0.00 |
| Plumbing | Plumbing | 04/01/2019 | PP19-0124 | 172 ELDER ST | \$0.00 |
| Plumbing | Plumbing | 04/01/2019 | PP19-0126 | 240 ELMHURST ST | \$0.00 |
| Plumbing | Plumbing | 04/01/2019 | PP19-0125 | 2559 GROVE RD | \$0.00 |
| Plumbing | Plumbing | 04/02/2019 | PP19-0127 | 873 NASH AVE | \$0.00 |
| Plumbing | Plumbing | 04/03/2019 | PP19-0128 | 2425 MERRILL ST | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|-------------|----------|-------------|---------------|------------------------------|--------------------|
| Plumbing | Plumbing | 04/03/2019 | PP19-0129 | 1441 DESOTO AVE | \$0.00 |
| Plumbing | Plumbing | 04/03/2019 | PP19-0130 | 666 CAMPBELL AVE | \$0.00 |
| Plumbing | Plumbing | 04/04/2019 | PP19-0131 | 819 N HARRIS RD | \$0.00 |
| Plumbing | Plumbing | 04/05/2019 | PP19-0133 | 222 KIRK ST | \$0.00 |
| Plumbing | Plumbing | 04/09/2019 | PP19-0136 | 9163 WHITE TAIL CT | \$0.00 |
| Plumbing | Plumbing | 04/09/2019 | PP19-0137 | 9241 WHITE TAIL DR | \$0.00 |
| Plumbing | Plumbing | 04/09/2019 | PP19-0138 | 9038 WHITE TAIL CT | \$0.00 |
| Plumbing | Plumbing | 04/09/2019 | PP19-0139 | 1352 DAVIS ST | \$0.00 |
| Plumbing | Plumbing | 04/09/2019 | PP19-0069 | 9010 COUNTRY VIEW DR | \$0.00 |
| Plumbing | Plumbing | 04/10/2019 | PP19-0118 | 39 EDISON AVE | \$0.00 |
| Plumbing | Plumbing | 04/10/2019 | PP19-0140 | 9242 WHITE WING DR Bldg. #11 | \$0.00 |
| Plumbing | Plumbing | 04/10/2019 | PP19-0141 | 7493 LOCHMOOR DR | \$0.00 |
| Plumbing | Plumbing | 04/10/2019 | PP19-0142 | 2334 SUNNYGLEN AVE | \$0.00 |
| Plumbing | Plumbing | 04/10/2019 | PP19-0143 | 2072 WHITTAKER BLDG F | \$0.00 |
| Plumbing | Plumbing | 04/12/2019 | PP19-0144 | 1280 ELMWOOD DR 48 | \$0.00 |
| Plumbing | Plumbing | 04/12/2019 | PP19-0145 | 1454 BYRON AVE | \$0.00 |
| Plumbing | Plumbing | 04/15/2019 | PP19-0146 | 247 S HARRIS RD | \$0.00 |
| Plumbing | Plumbing | 04/17/2019 | PP19-0151 | 9134 WHITE TAIL CT | \$0.00 |
| Plumbing | Plumbing | 04/17/2019 | PP19-0152 | 8845 NATALIE CT | \$0.00 |
| Plumbing | Plumbing | 04/17/2019 | PP19-0153 | 8875 NATALIE CT | \$0.00 |
| Plumbing | Plumbing | 04/17/2019 | PP19-0154 | 1428 VILLAGE LN B11-1572M | \$0.00 |
| Plumbing | Plumbing | 04/18/2019 | PP19-0155 | 991 DAVIS ST | \$0.00 |
| Plumbing | Plumbing | 04/18/2019 | PP19-0156 | 1900 PACKARD RD | \$0.00 |
| Plumbing | Plumbing | 04/18/2019 | PP19-0158 | 2625 WOODRUFF LN | \$0.00 |
| Plumbing | Plumbing | 04/18/2019 | PP19-0117 | 7457 TEXTILE RD | \$0.00 |
| Plumbing | Plumbing | 04/18/2019 | PP19-0132 | 1228 PARKWOOD AVE | \$0.00 |
| Plumbing | Plumbing | 04/22/2019 | PP19-0159 | 1124 GROVE RD | \$0.00 |
| Plumbing | Plumbing | 04/22/2019 | PP19-0161 | 2614 WASHTENAW RD | \$0.00 |
| Plumbing | Plumbing | 04/22/2019 | PP19-0162 | 991 DAVIS ST | \$0.00 |
| Plumbing | Plumbing | 04/23/2019 | PP19-0163 | 7378 RED BIRD DR | \$0.00 |
| Plumbing | Plumbing | 04/23/2019 | PP19-0166 | 9030 COUNTRY VIEW DR | \$0.00 |
| Plumbing | Plumbing | 04/23/2019 | PP19-0167 | 9050 COUNTRY VIEW DR | \$0.00 |
| Plumbing | Plumbing | 04/23/2019 | PP19-0168 | 1270 WENDELL AVE | \$0.00 |

| Permit Type | Category | Date Issued | Permit Number | Address Display String | Construction Value |
|--------------|-------------------------|-------------|---------------|------------------------------|------------------------|
| Plumbing | Plumbing | 04/23/2019 | PP19-0157 | 6264 ASPEN WAY | \$0.00 |
| Plumbing | Plumbing | 04/23/2019 | PP19-0169 | 167 N FORD BLVD | \$0.00 |
| Plumbing | Plumbing | 04/24/2019 | PP19-0171 | 1114 HUNTER AVE | \$0.00 |
| Plumbing | Plumbing | 04/26/2019 | PP19-0170 | 8891 LILLY DR | \$0.00 |
| Plumbing | Plumbing | 04/26/2019 | PP19-0174 | 2631 PACKARD RD | \$0.00 |
| Plumbing | Plumbing | 04/26/2019 | PP19-0175 | 738 WOOD CREEK CT | \$0.00 |
| Plumbing | Plumbing | 04/29/2019 | PP19-0176 | 2177 CHEVROLET AVE | \$0.00 |
| Plumbing | Plumbing | 04/29/2019 | PP19-0177 | 9242 WHITE WING DR Bldg. #22 | \$0.00 |
| Plumbing | Plumbing | 04/29/2019 | PP19-0179 | 9242 WHITE WING DR Bldg. #21 | \$0.00 |
| Plumbing | Plumbing | 04/29/2019 | PP19-0180 | 9242 WHITE WING DR Bldg. #10 | \$0.00 |
| Plumbing | Plumbing | 04/30/2019 | PP19-0181 | 1480 WINGATE BLVD | \$0.00 |
| Plumbing | Plumbing | 04/30/2019 | PP19-0182 | 9242 WHITE WING DR Bldg. #09 | \$0.00 |
| Plumbing | Plumbing | 04/30/2019 | PP19-0183 | 9573 LANDSDOWNE LN | \$0.00 |
| Sign | Com Sign | 04/25/2019 | PS19-0009 | 2780 PACKARD RD | \$6,424.00 |
| Soil Erosion | Soil Erosion Commercial | 04/02/2019 | PSE19-0005 | 515 JAMES L HART PKWY | \$0.00 |
| Soil Erosion | Soil Erosion Commercial | 04/26/2019 | PSE19-0007 | 120 RAWSONVILLE RD | \$0.00 |
| Zoning | Fence | 04/01/2019 | PZP19-0006 | 8782 LILLY DR | \$0.00 |
| Zoning | Fence | 04/01/2019 | PZP19-0007 | 1745 HEATHERRIDGE ST | \$0.00 |
| Zoning | Fence | 04/09/2019 | PZP19-0010 | 3003 WILLIAM AVE | \$0.00 |
| Zoning | Fence | 04/09/2019 | PZP19-0004 | 240 KANSAS AVE | \$0.00 |
| Zoning | Fence | 04/09/2019 | PZP19-0008 | 5707 BIG PINE DR | \$0.00 |
| Zoning | Fence | 04/10/2019 | PZP19-0012 | 2053 MCCARTNEY AVE | \$0.00 |
| Zoning | Fence | 04/10/2019 | PZP19-0009 | 1064 LESTER AVE | \$4,013.00 |
| Zoning | Fence | 04/11/2019 | PZP19-0003 | 8102 SPRINGWATER DR | \$0.00 |
| Zoning | Fence | 04/18/2019 | PZP19-0014 | 1052 JUNEAU RD | \$0.00 |
| Zoning | Fence | 04/18/2019 | PZP19-0013 | 1178 LEXINGTON PKWY | \$0.00 |
| Zoning | Fence | 04/18/2019 | PZP19-0016 | 1396 E FOREST AVE | \$0.00 |
| Zoning | Fence | 04/18/2019 | PZP19-0017 | 676 BAGLEY AVE | \$0.00 |
| Zoning | Fence | 04/18/2019 | PZP19-0015 | 7099 STREAMWOOD DR | \$0.00 |
| | | | | | \$10,507,399.00 |

**CERTIFICATES OF OCCUPANCY ISSUED
APRIL 2019**

| Address Display String | Name Issued To | C O Number | Date Temp Issued | Date Finaled |
|-------------------------------|--------------------------------|-------------------|-------------------------|---------------------|
| 7360 HITCHINGHAM RD | DENNEY JR, THOMAS F. & CYNTHIA | OT19-0028 | 04/24/2019 | |
| 3020 E MICHIGAN AVE | DTE GAS COMPANY | OF19-0024 | | 04/26/2019 |
| 3020 E MICHIGAN AVE | DTE GAS COMPANY | OF19-0028 | | 04/26/2019 |
| 3020 E MICHIGAN AVE | DTE GAS COMPANY | OF19-0025 | | 04/26/2019 |
| 3020 E MICHIGAN AVE | DTE GAS COMPANY | OF19-0026 | | 04/26/2019 |
| 3020 E MICHIGAN AVE | DTE GAS COMPANY | OF19-0027 | | 04/26/2019 |
| 2914 SOUTHLAWN ST | ISSA, ANISEH | OF19-0023 | | 04/01/2019 |
| 9242 WHITE WING DR Bldg. # | NAUTICA POINTE ONE, LLC | OT19-0025 | 04/12/2019 | |
| 2072 WHITTAKER BLDG F | PAINT CREEK SOUTH, LLC | OF19-0029 | | 04/24/2019 |
| 3145 CLARK RD #102 | PT HOLDINGS LLC | OF19-0031 | | 04/25/2019 |
| 3145 W CLARK RD #102 | PT HOLDINGS LLC | OF19-0030 | | 04/25/2019 |
| 7020 CREEKWAY CT | SE MICHIGAN DEVELOPMENT LLC | OT19-0022 | 04/15/2019 | |
| 7044 LAKEWAY ST | SE MICHIGAN DEVELOPMENT LLC | OT19-0020 | 04/03/2019 | |
| 7048 CREEKWAY CT | SE MICHIGAN DEVELOPMENT LLC | OT19-0024 | 04/08/2019 | |
| 7056 LAKEWAY ST | SE MICHIGAN DEVELOPMENT LLC | OT19-0023 | 04/17/2019 | |
| 8806 NATALIE CT | SE MICHIGAN DEVELOPMENT LLC | OT19-0029 | 04/29/2019 | |
| 6136 ROBERT CIR 253 | SUN LAKEVIEW LLC | OF19-0032 | | 04/26/2019 |
| 6210 RICK ST 32 | SUN LAKEVIEW LLC | OF19-0033 | | 04/26/2019 |

RENTAL HOUSING CERTIFICATIONS**APRIL 2019**

| Cert Type | Cert Number | Date Issued | Address Display String |
|--------------------------------|--------------------|--------------------|-------------------------------|
| Multi-Family Rental Inspection | CR3617-2810 | 04/08/2019 | 212 S HARRIS RD |
| Multi-Family Rental Inspection | CR3617-2936 | 04/08/2019 | 59 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2939 | 04/08/2019 | 65 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2941 | 04/08/2019 | 69 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2945 | 04/08/2019 | 77 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2931 | 04/08/2019 | 82 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2933 | 04/08/2019 | 86 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2950 | 04/08/2019 | 87 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2927 | 04/08/2019 | 98 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2958 | 04/08/2019 | 103 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2959 | 04/08/2019 | 105 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2919 | 04/08/2019 | 106 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2921 | 04/08/2019 | 110 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2962 | 04/08/2019 | 111 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2964 | 04/08/2019 | 117 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2966 | 04/08/2019 | 121 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2911 | 04/08/2019 | 128 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2971 | 04/08/2019 | 131 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2972 | 04/08/2019 | 133 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2975 | 04/08/2019 | 139 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2976 | 04/08/2019 | 141 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2977 | 04/08/2019 | 143 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2907 | 04/08/2019 | 144 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2979 | 04/08/2019 | 147 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2909 | 04/08/2019 | 148 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2980 | 04/08/2019 | 149 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2910 | 04/08/2019 | 150 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2899 | 04/08/2019 | 164 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2988 | 04/08/2019 | 165 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2990 | 04/08/2019 | 169 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2903 | 04/08/2019 | 172 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2993 | 04/08/2019 | 175 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2894 | 04/08/2019 | 178 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2895 | 04/08/2019 | 180 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2997 | 04/08/2019 | 183 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2998 | 04/08/2019 | 185 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-3000 | 04/08/2019 | 189 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-3003 | 04/08/2019 | 195 RUSSELL BLVD |
| Multi-Family Rental Inspection | CR3617-2885 | 04/08/2019 | 1205 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2879 | 04/08/2019 | 1206 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2881 | 04/08/2019 | 1210 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2883 | 04/08/2019 | 1214 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2891 | 04/08/2019 | 1217 RUSSELL ST |

| Cert Type | Cert Number | Date Issued | Address Display String |
|--------------------------------|--------------------|--------------------|-------------------------------|
| Multi-Family Rental Inspection | CR3617-2876 | 04/08/2019 | 1226 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2877 | 04/08/2019 | 1228 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2878 | 04/08/2019 | 1230 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3006 | 04/08/2019 | 1231 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2868 | 04/08/2019 | 1234 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3009 | 04/08/2019 | 1237 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2871 | 04/08/2019 | 1242 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3012 | 04/08/2019 | 1243 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2872 | 04/08/2019 | 1244 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3013 | 04/08/2019 | 1245 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2863 | 04/08/2019 | 1252 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3015 | 04/08/2019 | 1265 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3018 | 04/08/2019 | 1271 RUSSELL ST |
| Multi-Family Rental Inspection | CMFR-18-0725 | 04/08/2019 | 1308 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2853 | 04/08/2019 | 1310 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2857 | 04/08/2019 | 1318 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3149 | 04/08/2019 | 1321 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3150 | 04/08/2019 | 1323 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2824 | 04/08/2019 | 1332 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2847 | 04/08/2019 | 1349 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2833 | 04/08/2019 | 1350 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2848 | 04/08/2019 | 1351 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2819 | 04/08/2019 | 1364 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2812 | 04/08/2019 | 1376 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-2814 | 04/08/2019 | 1380 RUSSELL ST |
| Multi-Family Rental Inspection | CR3617-3078 | 04/08/2019 | 72 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3083 | 04/08/2019 | 82 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3084 | 04/08/2019 | 84 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3092 | 04/08/2019 | 85 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3093 | 04/08/2019 | 87 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3073 | 04/08/2019 | 94 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3098 | 04/08/2019 | 97 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3076 | 04/08/2019 | 100 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3077 | 04/08/2019 | 102 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3104 | 04/08/2019 | 109 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3065 | 04/08/2019 | 110 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3106 | 04/08/2019 | 113 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3107 | 04/08/2019 | 115 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3068 | 04/08/2019 | 116 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3110 | 04/08/2019 | 123 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3057 | 04/08/2019 | 126 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3114 | 04/08/2019 | 131 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3060 | 04/08/2019 | 132 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3061 | 04/08/2019 | 134 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3116 | 04/08/2019 | 135 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3046 | 04/08/2019 | 136 RUSSELL CT |

| Cert Type | Cert Number | Date Issued | Address Display String |
|--------------------------------|--------------|-------------|-----------------------------|
| Multi-Family Rental Inspection | CR3617-3117 | 04/08/2019 | 137 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3048 | 04/08/2019 | 140 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3119 | 04/08/2019 | 141 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3051 | 04/08/2019 | 146 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3052 | 04/08/2019 | 148 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3125 | 04/08/2019 | 153 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3039 | 04/08/2019 | 154 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3040 | 04/08/2019 | 156 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3126 | 04/08/2019 | 157 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3127 | 04/08/2019 | 159 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3129 | 04/08/2019 | 163 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3037 | 04/08/2019 | 182 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3139 | 04/08/2019 | 183 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3024 | 04/08/2019 | 186 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3025 | 04/08/2019 | 188 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3026 | 04/08/2019 | 190 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-3029 | 04/08/2019 | 196 RUSSELL CT |
| Multi-Family Rental Inspection | CR3617-0920 | 04/09/2019 | 1318 ELMWOOD DR 35 |
| Multi-Family Rental Inspection | CR3617-0947 | 04/09/2019 | 1269 ELMWOOD DR 13 |
| Multi-Family Rental Inspection | CR3617-1860 | 04/09/2019 | 1240 LEFORGE RD P1 |
| Multi-Family Rental Inspection | CR3617-0948 | 04/09/2019 | 1269 ELMWOOD DR 15 |
| Multi-Family Rental Inspection | CR3617-1824 | 04/09/2019 | 1240 LEFORGE RD P2 |
| Multi-Family Rental Inspection | CR3617-0937 | 04/09/2019 | 1271 ELMWOOD DR 4 |
| Multi-Family Rental Inspection | CR3617-1863 | 04/09/2019 | 1240 LEFORGE RD P5 |
| Multi-Family Rental Inspection | CR3617-1864 | 04/09/2019 | 1240 LEFORGE RD P6 |
| Multi-Family Rental Inspection | CR3617-1865 | 04/09/2019 | 1240 LEFORGE RD P7 |
| Multi-Family Rental Inspection | CR3617-1859 | 04/09/2019 | 1240 LEFORGE RD P8 |
| Multi-Family Rental Inspection | CR3617-1856 | 04/09/2019 | 1240 LEFORGE RD P9 |
| Multi-Family Rental Inspection | CR3617-0939 | 04/09/2019 | 1271 ELMWOOD DR 6 |
| Multi-Family Rental Inspection | CR3617-1857 | 04/09/2019 | 1240 LEFORGE RD P10 |
| Multi-Family Rental Inspection | CR3617-0941 | 04/09/2019 | 1271 ELMWOOD DR 8 |
| Multi-Family Rental Inspection | CR3617-1858 | 04/09/2019 | 1240 LEFORGE RD P11 |
| Multi-Family Rental Inspection | CMFR-19-0433 | 04/09/2019 | 1266 LEFORGE RD B4-1250LAUN |
| Multi-Family Rental Inspection | CMFR-19-0387 | 04/09/2019 | 1266 LEFORGE RD BLDG4-LAUN2 |
| Multi-Family Rental Inspection | CMFR-19-0386 | 04/09/2019 | 1266 LEFORGE RD BLDG4-LAUN1 |
| Multi-Family Rental Inspection | CR3617-3356 | 04/17/2019 | 8906 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3357 | 04/17/2019 | 8906 BROOKWOOD AVE 201 |
| Multi-Family Rental Inspection | CR3617-3360 | 04/17/2019 | 8912 BROOKWOOD AVE 101 |
| Multi-Family Rental Inspection | CR3617-3362 | 04/17/2019 | 8912 BROOKWOOD AVE 201 |
| Multi-Family Rental Inspection | CR3617-3366 | 04/17/2019 | 8918 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3375 | 04/17/2019 | 8930 BROOKWOOD AVE 101 |
| Multi-Family Rental Inspection | CMFR-18-0733 | 04/17/2019 | 8942 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3399 | 04/17/2019 | 8954 BROOKWOOD AVE 202 |
| Multi-Family Rental Inspection | CR3617-3406 | 04/17/2019 | 8960 BROOKWOOD AVE 301 |
| Multi-Family Rental Inspection | CR3617-3376 | 04/17/2019 | 8930 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3339 | 04/17/2019 | 8888 BROOKWOOD AVE 101 |

| Cert Type | Cert Number | Date Issued | Address Display String |
|--------------------------------|--------------|-------------|------------------------|
| Multi-Family Rental Inspection | CR3617-3341 | 04/17/2019 | 8888 BROOKWOOD AVE 201 |
| Multi-Family Rental Inspection | CR3617-3338 | 04/17/2019 | 8882 BROOKWOOD AVE 302 |
| Multi-Family Rental Inspection | CR3617-3337 | 04/17/2019 | 8882 BROOKWOOD AVE 301 |
| Multi-Family Rental Inspection | CR3617-3335 | 04/17/2019 | 8882 BROOKWOOD AVE 201 |
| Multi-Family Rental Inspection | CR3617-3334 | 04/17/2019 | 8882 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3332 | 04/17/2019 | 8876 BROOKWOOD AVE 302 |
| Multi-Family Rental Inspection | CR3617-3331 | 04/17/2019 | 8876 BROOKWOOD AVE 202 |
| Multi-Family Rental Inspection | CR3617-3329 | 04/17/2019 | 8876 BROOKWOOD AVE 102 |
| Multi-Family Rental Inspection | CR3617-3381 | 04/17/2019 | 8936 BROOKWOOD AVE 101 |
| Multi-Family Rental Inspection | CR3617-3388 | 04/17/2019 | 8942 BROOKWOOD AVE 201 |
| Multi-Family Rental Inspection | CMFR-19-0107 | 04/23/2019 | 613 VILLA DR |
| Multi-Family Rental Inspection | CMFR-19-0132 | 04/23/2019 | 513 VILLA DR |
| Rental 24 | CSFR-19-0014 | 04/01/2019 | 1309 ANDREA ST |
| Rental 24 | CSFR-18-0899 | 04/01/2019 | 2354 BRIARDALE CT |
| Rental 24 | CSFR-18-0967 | 04/01/2019 | 2830 ROUNDTREE BLVD |
| Rental 24 | CSFR-19-0011 | 04/01/2019 | 205 S HARRIS RD |
| Rental 24 | CSFR-18-0837 | 04/02/2019 | 820 CLIFFS DR # 205E |
| Rental 24 | CSFR-18-0975 | 04/02/2019 | 5869 WILLOWBRIDGE RD |
| Rental 24 | CSFR-18-0953 | 04/02/2019 | 5127 APPLEWOOD DR |
| Rental 24 | CSFR-18-0834 | 04/02/2019 | 634 BAGLEY AVE |
| Rental 24 | CSFR-18-1010 | 04/03/2019 | 1055 DAVIS ST |
| Rental 24 | CSFR-19-0056 | 04/04/2019 | 589 DUBIE AVE |
| Rental 24 | CSFR-19-0031 | 04/04/2019 | 1661 WINGATE BLVD |
| Rental 24 | CSFR-18-0891 | 04/04/2019 | 2934 ROUNDTREE BLVD |
| Rental 24 | CSFR-19-0101 | 04/04/2019 | 735 LAMAY AVE |
| Rental 24 | CSFR-18-0991 | 04/04/2019 | 1222 LAUREL AVE |
| Rental 24 | CSFR-19-0109 | 04/05/2019 | 1699 WISMER ST |
| Rental 24 | CSFR-18-0990 | 04/05/2019 | 1028 ROWLEY CT |
| Rental 24 | CSFR-18-0166 | 04/05/2019 | 720 FOX AVE |
| Rental 24 | CSFR-18-0960 | 04/08/2019 | 9707 HARBOUR COVE CT |
| Rental 24 | CSFR-19-0027 | 04/08/2019 | 1095 GROVE RD |
| Rental 24 | CSFR-18-0638 | 04/09/2019 | 393 ELDER ST |
| Rental 24 | CSFR-18-0954 | 04/10/2019 | 1186 N PROSPECT RD |
| Rental 24 | CSFR-19-0051 | 04/10/2019 | 321 S HARRIS RD |
| Rental 24 | CSFR-19-0030 | 04/11/2019 | 529 CALDER AVE |
| Rental 24 | CSFR-18-0939 | 04/11/2019 | 579 EUGENE ST |
| Rental 24 | CSFR-18-0929 | 04/11/2019 | 9160 S HURON RIVER DR |
| Rental 24 | CSFR-18-0956 | 04/11/2019 | 7826 DOVER DR |
| Rental 24 | CSFR-18-0150 | 04/11/2019 | 1452 FOLEY AVE |
| Rental 24 | CSFR-18-0687 | 04/12/2019 | 34 JOHNSON ST |
| Rental 24 | CSFR-18-0784 | 04/12/2019 | 1107 LESTER AVE |
| Rental 24 | CSFR-19-0034 | 04/12/2019 | 804 CLIFFS DR # 105F |
| Rental 24 | CSFR-18-0880 | 04/12/2019 | 7916 SHIRE LN |
| Rental 24 | CSFR-19-0059 | 04/12/2019 | 1357 HUNTER AVE |
| Rental 24 | CSFR-19-0144 | 04/12/2019 | 1704 E FOREST AVE |
| Rental 24 | CSFR-19-0125 | 04/12/2019 | 1039 BUICK AVE |

| Cert Type | Cert Number | Date Issued | Address Display String |
|-----------|--------------|-------------|------------------------|
| Rental 24 | CSFR-18-0660 | 04/12/2019 | 1871 WASHTENAW RD |
| Rental 24 | CSFR-19-0217 | 04/12/2019 | 8601 MARTZ RD |
| Rental 24 | CSFR-19-0253 | 04/15/2019 | 1355 DESOTO AVE |
| Rental 24 | CSFR-18-0558 | 04/15/2019 | 518 E TERRACE LN |
| Rental 24 | CSFR-18-0839 | 04/15/2019 | 126 GLENWOOD AVE |
| Rental 24 | CSFR-18-0965 | 04/16/2019 | 9561 LAKESIDE DR |
| Rental 24 | CSFR-19-0257 | 04/16/2019 | 1792 TYLER RD |
| Rental 24 | CSFR-18-0926 | 04/16/2019 | 6917 TEXTILE RD |
| Rental 24 | CSFR-18-0850 | 04/16/2019 | 211 DEVONSHIRE RD |
| Rental 24 | CSFR-18-0677 | 04/16/2019 | 1152 RAMBLING RD |
| Rental 24 | CSFR-18-0790 | 04/16/2019 | 1135 LEXINGTON PKWY |
| Rental 24 | CSFR-19-0358 | 04/16/2019 | 936 DAVIS ST |
| Rental 24 | CSFR-19-0122 | 04/17/2019 | 1070 DESOTO AVE |
| Rental 24 | CSFR-19-0300 | 04/17/2019 | 539 HOLLIS AVE |
| Rental 24 | CSFR-19-0070 | 04/17/2019 | 120 HILLCREST BLVD |
| Rental 24 | CSFR-19-0044 | 04/18/2019 | 221 DAKOTA AVE |
| Rental 24 | CR24-17-1179 | 04/18/2019 | 1205 EVELYN AVE |
| Rental 24 | CR24-17-0815 | 04/18/2019 | 1360 CANDLEWOOD LN |
| Rental 24 | CSFR-19-0054 | 04/22/2019 | 626 CAMPBELL AVE |
| Rental 24 | CSFR-19-0069 | 04/23/2019 | 2126 HARDING AVE |
| Rental 24 | CSFR-18-0462 | 04/23/2019 | 2826 APPLERIDGE ST |
| Rental 24 | CSFR-19-0100 | 04/23/2019 | 1634 HOLMES RD |
| Rental 24 | CSFR-18-0858 | 04/23/2019 | 221 FAIRHILLS DR |
| Rental 24 | CSFR-18-0908 | 04/23/2019 | 130 OREGON ST |
| Rental 24 | CSFR-19-0178 | 04/23/2019 | 2916 MAZIN CT |
| Rental 24 | CSFR-19-0146 | 04/23/2019 | 801 LAMAY AVE |
| Rental 24 | CSFR-19-0232 | 04/24/2019 | 1504 WINGATE BLVD |
| Rental 24 | CSFR-19-0071 | 04/24/2019 | 511 N MIAMI AVE |
| Rental 24 | CSFR-19-0172 | 04/25/2019 | 1220 PAGEANT AVE |
| Rental 24 | CSFR-19-0106 | 04/26/2019 | 1131 WENDELL AVE |
| Rental 24 | CSFR-18-0938 | 04/26/2019 | 550 ONANDAGA AVE |
| Rental 24 | CSFR-18-0936 | 04/26/2019 | 231 DAKOTA AVE |
| Rental 24 | CSFR-18-0934 | 04/30/2019 | 377 DAKOTA AVE |
| Rental 24 | CSFR-19-0087 | 04/30/2019 | 1632 DOROTHY ST |
| Rental 24 | CSFR-19-0063 | 04/30/2019 | 7399 WARWICK DR |
| Rental 24 | CSFR-19-0037 | 04/30/2019 | 7172 HITCHINGHAM RD |
| Rental 24 | CSFR-19-0108 | 04/30/2019 | 1441 RIDGE RD |
| Rental 24 | CSFR-18-0935 | 04/30/2019 | 375 DAKOTA AVE |
| Rental 24 | CSFR-19-0052 | 04/30/2019 | 158 KANSAS AVE |
| Rental 24 | CSFR-18-0933 | 04/30/2019 | 37 OREGON ST |
| Rental 24 | CSFR-19-0095 | 04/30/2019 | 2071 WOODALE AVE |

**NEW VACANT BLDG CERTIFICATES
APRIL 2019**

| Cert Type | Cert Number | Date Applied | Address Display String |
|----------------------------|--------------------|---------------------|-------------------------------|
| Vacant Commercial Building | CVC-19-0018 | 04/02/2019 | 2935 E MICHIGAN AVE |
| Vacant Commercial Building | CVC-19-0020 | 04/02/2019 | 2945 E MICHIGAN AVE |
| Vacant Commercial Building | CVC-19-0019 | 04/02/2019 | 2965 E MICHIGAN AVE |
| Vacant Commercial Building | CVC-19-0021 | 04/02/2019 | 2975 E MICHIGAN AVE |
| Vacant Commercial Building | CVC-19-0022 | 04/03/2019 | 777 DODGE CT |
| Vacant Residential | CVR-19-0034 | 04/01/2019 | 2500 HOLMES RD 511 |
| Vacant Residential | CVR-19-0035 | 04/01/2019 | 2500 HOLMES RD 427 |
| Vacant Residential | CVR-19-0036 | 04/01/2019 | 2500 HOLMES RD |
| Vacant Residential | CVR-19-0037 | 04/03/2019 | 600 NASH AVE |
| Vacant Residential | CVR-19-0038 | 04/23/2019 | 1594 ANDREA ST |
| Vacant Residential | CVR-19-0039 | 04/23/2019 | 1499 GROVE RD |
| Vacant Residential | CVR-19-0040 | 04/24/2019 | 2802 APPLERIDGE ST |
| Vacant Residential | CVR-19-0041 | 04/24/2019 | 1580 S HARRIS RD |
| Vacant Residential | CVR-19-0042 | 04/24/2019 | 510 DUBIE AVE |
| Vacant Residential | CVR-19-0043 | 04/24/2019 | 6540 WHITTAKER RD |
| Vacant Residential | CVR-19-0044 | 04/24/2019 | 1490 WINGATE BLVD |
| Vacant Residential | CVR-19-0045 | 04/25/2019 | 2649 PEACHCREST ST |

**OTHER ORDINANCE CERTIFICATES ISSUED
APRIL 2019**

| Cert Type | Cert Number | Date Issued | Address Display String | Name Occupant |
|-----------------------|--------------------|--------------------|-------------------------------|-------------------------|
| Business Registration | CBR-19-0007 | 04/24/2019 | 1700 E MICHIGAN AVE | FAST CAR AUTOMOTIVE LLC |

**NEW CODE ENFORCEMENT CASES FILED
APRIL 2019**

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|---------------------------|----------------------|-------------------|---------------------|-----------------------|
| EN19-0795 | Solid Waste | 04/30/2019 | APPLERIDGE AREA | 2826 APPLERIDGE ST |
| EN19-0794 | Property Maintenance | 04/30/2019 | APPLERIDGE AREA | 2880 APPLERIDGE ST |
| EN19-0797 | Property Maintenance | 04/30/2019 | APPLERIDGE AREA | 2962 PRESCOTT |
| EN19-0616 | Blight | 04/03/2019 | BUD/BLOSSOM AREA | 1318 BLOSSOM AVE |
| EN19-0695 | Zoning | 04/15/2019 | GAULT VILLAGE AREA | 811 EMERICK ST |
| EN19-0700 | Solid Waste | 04/15/2019 | GAULT VILLAGE AREA | 1247 EVELYN AVE |
| EN19-0769 | Commercial Vehicles | 04/29/2019 | GAULT VILLAGE AREA | 1160 GROVE RD |
| EN19-0694 | Solid Waste | 04/15/2019 | GAULT VILLAGE AREA | 1052 JANET AVE |
| EN19-0677 | Property Maintenance | 04/11/2019 | GAULT VILLAGE AREA | 1012 LEVONA ST |
| EN19-0729 | Solid Waste | 04/18/2019 | GAULT VILLAGE AREA | 1311 LEVONA ST |
| EN19-0618 | Zoning | 04/04/2019 | HARBOUR COVE CONDOS | 9705 HARBOUR COVE CT |
| EN19-0692 | Blight - Fire | 04/15/2019 | HEWITT ROAD AREA | 2675 BURNS ST |
| EN19-0669 | Solid Waste | 04/10/2019 | HEWITT ROAD AREA | 2433 COLONY WAY |
| EN19-0746 | Blight | 04/23/2019 | HEWITT ROAD AREA | 24 EDISON AVE |
| EN19-0749 | Property Maintenance | 04/24/2019 | HEWITT ROAD AREA | 2030 MCKINLEY AVE |
| EN19-0752 | Property Maintenance | 04/24/2019 | HEWITT ROAD AREA | 326 SENATE AVE |
| EN19-0674 | Solid Waste | 04/10/2019 | HEWITT ROAD AREA | 2290 VALLEY DR |
| EN19-0664 | Basketball Hoop | 04/10/2019 | HOLMES ROAD AREA | 1295 COMMONWEALTH AVE |
| EN19-0656 | Property Maintenance | 04/10/2019 | HOLMES ROAD AREA | 1183 FALL RIVER RD |
| EN19-0658 | Property Maintenance | 04/10/2019 | HOLMES ROAD AREA | 1382 FALL RIVER RD |
| EN19-0657 | Property Maintenance | 04/10/2019 | HOLMES ROAD AREA | 505 HOLMES RD |
| EN19-0680 | Parking | 04/12/2019 | HOLMES ROAD AREA | 1373 HOLMES RD |
| EN19-0665 | Solid Waste | 04/10/2019 | HOLMES ROAD AREA | 1398 HUNTER AVE |
| EN19-0663 | Basketball Hoop | 04/10/2019 | HOLMES ROAD AREA | 1222 LAUREL AVE |
| EN19-0666 | Solid Waste | 04/10/2019 | HOLMES ROAD AREA | 1251 LEXINGTON PKWY |
| EN19-0792 | Vegetation | 04/30/2019 | HOLMES ROAD AREA | 1355 RAMBLING RD |
| EN19-0600 | Zoning | 04/02/2019 | HOLMES ROAD AREA | 1260 REDLEAF LN |
| EN19-0783 | Basketball Hoop | 04/30/2019 | HOLMES ROAD AREA | 1028 ROWLEY CT |
| EN19-0791 | Vegetation | 04/30/2019 | HOLMES ROAD AREA | 1381 WENDELL AVE |
| EN19-0671 | Multiple | 04/10/2019 | LAKEVIEW AREA | 1721 EMERSON AVE |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|------------------------|-----------------------|
| EN19-0768 | Commercial Vehicles | 04/29/2019 | LAKEVIEW AREA | 1985 GROVE RD |
| EN19-0684 | Property Maintenance | 04/12/2019 | LAKEVIEW AREA | 2325 GROVE RD |
| EN19-0693 | Blight - Fire | 04/15/2019 | LAKEVIEW AREA | 3226 GROVE RD |
| EN19-0756 | Vacant Residential House Investigation | 04/25/2019 | LAKEVIEW AREA | 1779 OUTER LANE DR |
| EN19-0643 | Solid Waste | 04/08/2019 | LAKEVIEW AREA | 1894 OUTER LANE DR |
| EN19-0760 | Property Maintenance | 04/26/2019 | LAKEVIEW AREA | 1894 OUTER LANE DR |
| EN19-0785 | Property Maintenance | 04/30/2019 | LAKEVIEW AREA | 1715 SMITH ST |
| EN19-0632 | Solid Waste | 04/05/2019 | LAKEVIEW AREA | 1845 SMITH ST |
| EN19-0708 | Property Maintenance | 04/15/2019 | LAKEVIEW MHP | 9919 GERALDINE ST 195 |
| EN19-0767 | Property Maintenance | 04/29/2019 | LAY GARDENS AREA | 520 BROWNING ST |
| EN19-0647 | Stop Work Order | 04/09/2019 | LAY GARDENS AREA | 574 N HARRIS RD |
| EN19-0595 | Property Maintenance | 04/01/2019 | LAY GARDENS AREA | 539 HOLLIS AVE |
| EN19-0696 | Property Maintenance | 04/15/2019 | LAY GARDENS AREA | 924 HOLMES RD 3 |
| EN19-0702 | Property Maintenance | 04/15/2019 | LAY GARDENS AREA | 511 N MIAMI AVE |
| EN19-0733 | Property Maintenance | 04/22/2019 | LAY GARDENS AREA | 1292 E MICHIGAN AVE |
| EN19-0667 | Multiple | 04/10/2019 | LAY GARDENS AREA | 3105 E MICHIGAN AVE |
| EN19-0776 | Property Maintenance | 04/29/2019 | LAY GARDENS AREA | 125 OUTER LN |
| EN19-0653 | Drainage Complaints | 04/09/2019 | MANUFACTURED HOME PARK | 6988 MC KEAN 219 |
| EN19-0627 | Assist General | 04/05/2019 | MANUFACTURED HOME PARK | 6988 MC KEAN |
| EN19-0661 | Rental - Unregistered | 04/10/2019 | MANUFACTURED HOME PARK | 6988 MC KEAN 0 Offic |
| EN19-0597 | Property Maintenance | 04/02/2019 | OAKLAWN/HAWTHORNE AREA | 835 AUBURNDALE AVE |
| EN19-0713 | Solid Waste | 04/16/2019 | OAKLAWN/HAWTHORNE AREA | 1240 DAVIS ST |
| EN19-0763 | Property Maintenance | 04/26/2019 | OAKLAWN/HAWTHORNE AREA | 1268 DAVIS ST |
| EN19-0727 | Property Maintenance - Motor Vehicle | 04/17/2019 | OAKLAWN/HAWTHORNE AREA | 1326 DAVIS ST |
| EN19-0613 | Solid Waste | 04/03/2019 | OAKLAWN/HAWTHORNE AREA | 600 DUBIE AVE |
| EN19-0687 | Solid Waste | 04/12/2019 | OAKLAWN/HAWTHORNE AREA | 1348 DUNCAN AVE |
| EN19-0779 | | 04/29/2019 | OAKLAWN/HAWTHORNE AREA | 126 GLENWOOD AVE |
| EN19-0628 | Property Maintenance | 04/05/2019 | OAKLAWN/HAWTHORNE AREA | 647 GLENWOOD AVE |
| EN19-0598 | Solid Waste | 04/02/2019 | OAKLAWN/HAWTHORNE AREA | 310 GREENLAWN ST |
| EN19-0602 | Property Maintenance | 04/02/2019 | OAKLAWN/HAWTHORNE AREA | 320 GREENLAWN ST |
| EN19-0720 | Vacant Residential House Investigation | 04/17/2019 | OAKLAWN/HAWTHORNE AREA | 350 GREENLAWN ST |
| EN19-0789 | Vegetation | 04/30/2019 | OAKLAWN/HAWTHORNE AREA | 538 GREENLAWN ST |
| EN19-0787 | Vegetation | 04/30/2019 | OAKLAWN/HAWTHORNE AREA | 548 GREENLAWN ST |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|------------------------|----------------------|
| EN19-0786 | Vegetation | 04/30/2019 | OAKLAWN/HAWTHORNE AREA | 552 GREENLAWN ST |
| EN19-0788 | Zoning | 04/30/2019 | OAKLAWN/HAWTHORNE AREA | 552 GREENLAWN ST |
| EN19-0781 | Vegetation | 04/30/2019 | OAKLAWN/HAWTHORNE AREA | 638 GREENLAWN ST |
| EN19-0721 | Vacant Residential House Investigation | 04/17/2019 | OAKLAWN/HAWTHORNE AREA | 371 S HARRIS RD |
| EN19-0626 | Multiple | 04/05/2019 | OAKLAWN/HAWTHORNE AREA | 924 HAWTHORNE AVE |
| EN19-0690 | Property Maintenance | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 1003 HAWTHORNE AVE 2 |
| EN19-0732 | Property Maintenance | 04/22/2019 | OAKLAWN/HAWTHORNE AREA | 1003 HAWTHORNE AVE 2 |
| EN19-0742 | Property Maintenance | 04/22/2019 | OAKLAWN/HAWTHORNE AREA | 1003 HAWTHORNE AVE 2 |
| EN19-0704 | Property Maintenance - Motor Vehicle | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 1146 HAWTHORNE AVE |
| EN19-0706 | Solid Waste | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 1146 HAWTHORNE AVE |
| EN19-0686 | Solid Waste | 04/12/2019 | OAKLAWN/HAWTHORNE AREA | 1185 HAWTHORNE AVE |
| EN19-0682 | Solid Waste | 04/12/2019 | OAKLAWN/HAWTHORNE AREA | 1309 HAWTHORNE AVE |
| EN19-0640 | Property Maintenance | 04/08/2019 | OAKLAWN/HAWTHORNE AREA | 425 HAYES ST |
| EN19-0728 | Vacant Residential House Investigation | 04/18/2019 | OAKLAWN/HAWTHORNE AREA | 620 KANSAS AVE |
| EN19-0761 | Blight | 04/26/2019 | OAKLAWN/HAWTHORNE AREA | 1260 PARKWOOD AVE |
| EN19-0624 | Property Maintenance | 04/04/2019 | OAKLAWN/HAWTHORNE AREA | 600 PINEWOOD ST |
| EN19-0703 | Solid Waste | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 632 S REDWOOD AVE |
| EN19-0705 | Basketball Hoop | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 632 S REDWOOD AVE |
| EN19-0707 | Multiple | 04/15/2019 | OAKLAWN/HAWTHORNE AREA | 632 S REDWOOD AVE |
| EN19-0741 | Multiple | 04/22/2019 | OAKLAWN/HAWTHORNE AREA | 435 WOODLAWN AVE |
| EN19-0740 | Multiple | 04/22/2019 | OAKLAWN/HAWTHORNE AREA | 436 WOODLAWN AVE |
| EN19-0610 | Property Maintenance | 04/03/2019 | PINEVIEW AREA | 6240 SEQUOIA DR |
| EN19-0765 | Solid Waste | 04/29/2019 | PINEVIEW AREA | 6240 SEQUOIA DR |
| EN19-0731 | Zoning | 04/22/2019 | SCHOONER COVE | 5030 BOSUNS WAY |
| EN19-0711 | Zoning | 04/16/2019 | SCHOONER COVE | 5050 BOSUNS WAY |
| EN19-0772 | Property Maintenance - Motor Vehicle | 04/29/2019 | SOUTH DISTRICT | 7582 BAY TREE DR |
| EN19-0594 | Solid Waste | 04/01/2019 | SOUTH DISTRICT | 5837 BIG PINE DR |
| EN19-0739 | Solid Waste | 04/22/2019 | SOUTH DISTRICT | 7904 BRIARBROOK DR |
| EN19-0758 | Vacant Residential House Investigation | 04/26/2019 | SOUTH DISTRICT | 7435 BUNTON RD |
| EN19-0766 | Property Maintenance | 04/29/2019 | SOUTH DISTRICT | 5610 CARY DR |
| EN19-0623 | Solid Waste | 04/04/2019 | SOUTH DISTRICT | 5878 CARY DR |
| EN19-0775 | Solid Waste | 04/29/2019 | SOUTH DISTRICT | 7515 DORAL DR |
| EN19-0599 | Vacant Residential House Investigation | 04/02/2019 | SOUTH DISTRICT | 5940 ELLIS RD |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|-------------------|-----------------------|
| EN19-0608 | Assist Other Agency | 04/03/2019 | SOUTH DISTRICT | 7814 GREENE FARM DR |
| EN19-0689 | Property Maintenance - Motor Vehicle | 04/15/2019 | SOUTH DISTRICT | 7618 HENLEY DR |
| EN19-0716 | Basketball Hoop | 04/16/2019 | South District | 7495 HICKORY RIDGE DR |
| EN19-0609 | Property Maintenance - Motor Vehicle | 04/03/2019 | SOUTH DISTRICT | 7263 HOMESTEAD RD |
| EN19-0777 | Property Maintenance - Motor Vehicle | 04/29/2019 | SOUTH DISTRICT | 7356 HOMESTEAD RD |
| EN19-0650 | Property Maintenance | 04/09/2019 | SOUTH DISTRICT | 7502 KENSINGTON DR |
| EN19-0589 | Zoning | 04/01/2019 | SOUTH DISTRICT | 6788 MAPLELAWN DR |
| EN19-0592 | Property Maintenance | 04/01/2019 | SOUTH DISTRICT | 7189 MAPLELAWN DR |
| EN19-0759 | Vacant Residential House Investigation | 04/26/2019 | SOUTH DISTRICT | 7366 MAPLELAWN DR |
| EN19-0688 | Multiple | 04/12/2019 | SOUTH DISTRICT | 7416 MAPLELAWN DR |
| EN19-0714 | Basketball Hoop | 04/16/2019 | SOUTH DISTRICT | 6177 MAPLEVIEW LN |
| EN19-0668 | Solid Waste | 04/10/2019 | SOUTH DISTRICT | 7061 MUNGER RD |
| EN19-0631 | Solid Waste | 04/05/2019 | SOUTH DISTRICT | 5711 NEW MEADOW DR |
| EN19-0636 | Solid Waste | 04/08/2019 | SOUTH DISTRICT | 5711 NEW MEADOW DR |
| EN19-0691 | Vacant Residential House Investigation | 04/12/2019 | SOUTH DISTRICT | 7830 NEWBURY DR |
| EN19-0745 | Property Maintenance | 04/23/2019 | SOUTH DISTRICT | 7454 SPY GLASS LN |
| EN19-0764 | Zoning | 04/29/2019 | SOUTH DISTRICT | 7888 TROTTERS PARK ST |
| EN19-0621 | Solid Waste | 04/04/2019 | SOUTH DISTRICT | 6070 TUTTLE HILL RD |
| EN19-0675 | Property Maintenance | 04/11/2019 | SOUTH DISTRICT | 6601 TUTTLE HILL RD |
| EN19-0662 | Property Maintenance | 04/10/2019 | SOUTH DISTRICT | 2084 WHITTAKER BLDG G |
| EN19-0770 | Property Maintenance - Motor Vehicle | 04/29/2019 | SOUTH DISTRICT | 7403 WILLOW CREEK DR |
| EN19-0784 | Property Maintenance - Motor Vehicle | 04/30/2019 | SOUTH DISTRICT | 7412 WILLOW CREEK DR |
| EN19-0672 | Property Maintenance | 04/10/2019 | SOUTH DISTRICT | 9670 WOODLAND CT |
| EN19-0673 | Property Maintenance | 04/10/2019 | SOUTH DISTRICT | 9671 WOODLAND CT |
| EN19-0655 | Property Maintenance | 04/09/2019 | SOUTH DISTRICT | 9710 WOODLAND CT |
| EN19-0635 | Property Maintenance | 04/08/2019 | SOUTH DISTRICT | 9760 WOODLAND CT |
| EN19-0654 | Property Maintenance | 04/09/2019 | SOUTH DISTRICT | 9790 WOODLAND CT |
| EN19-0718 | Property Maintenance | 04/17/2019 | STEVENS PARK AREA | 1077 JONES ST |
| EN19-0753 | Property Maintenance | 04/24/2019 | SUGARBROOK AREA | 1669 CONWAY ST |
| EN19-0607 | Rental - Unregistered | 04/02/2019 | SUGARBROOK AREA | 1669 DOROTHY ST |
| EN19-0605 | Property Maintenance | 04/02/2019 | SUGARBROOK AREA | 1677 DOROTHY ST |
| EN19-0698 | Solid Waste | 04/15/2019 | SUGARBROOK AREA | 1761 DOROTHY ST |
| EN19-0685 | Property Maintenance | 04/12/2019 | SUGARBROOK AREA | 1443 GROVE RD |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|-----------------|----------------------|
| EN19-0790 | Vegetation | 04/30/2019 | SUGARBROOK AREA | 1390 HARRY ST |
| EN19-0743 | Zoning | 04/23/2019 | SUGARBROOK AREA | 1745 HEATHERRIDGE ST |
| EN19-0730 | Zoning | 04/18/2019 | SUGARBROOK AREA | 1746 HEATHERRIDGE ST |
| EN19-0615 | Solid Waste | 04/03/2019 | THURSTON AREA | 291 DAKOTA AVE |
| EN19-0717 | Stop Work Order | 04/17/2019 | THURSTON AREA | 291 DAKOTA AVE |
| EN19-0649 | Property Maintenance | 04/09/2019 | THURSTON AREA | 375 DAKOTA AVE |
| EN19-0651 | Property Maintenance | 04/09/2019 | THURSTON AREA | 377 DAKOTA AVE |
| EN19-0652 | Multiple | 04/09/2019 | THURSTON AREA | 276 DEVONSHIRE RD |
| EN19-0625 | Property Maintenance | 04/05/2019 | THURSTON AREA | 284 DEVONSHIRE RD |
| EN19-0637 | Solid Waste | 04/08/2019 | THURSTON AREA | 333 DEVONSHIRE RD |
| EN19-0755 | Vacant Residential House Investigation | 04/25/2019 | THURSTON AREA | 315 KANSAS AVE |
| EN19-0754 | Property Maintenance | 04/25/2019 | THURSTON AREA | 30 OHIO ST |
| EN19-0670 | Solid Waste | 04/10/2019 | THURSTON AREA | 1675 PARKWOOD AVE |
| EN19-0735 | Multiple | 04/22/2019 | WEST WILLOW | 1145 BUICK AVE |
| EN19-0642 | Solid Waste | 04/08/2019 | WEST WILLOW | 580 CALDER AVE |
| EN19-0630 | Solid Waste | 04/05/2019 | West Willow | 589 CALDER AVE |
| EN19-0633 | Solid Waste | 04/05/2019 | WEST WILLOW | 1817 CAROL ANN AVE |
| EN19-0593 | Zoning | 04/01/2019 | WEST WILLOW | 1969 CHEVROLET AVE |
| EN19-0738 | Solid Waste | 04/22/2019 | WEST WILLOW | 804 DESOTO AVE |
| EN19-0793 | Vegetation | 04/30/2019 | WEST WILLOW | 939 DESOTO AVE |
| EN19-0736 | Solid Waste | 04/22/2019 | WEST WILLOW | 993 DESOTO AVE |
| EN19-0762 | Property Maintenance | 04/26/2019 | WEST WILLOW | 1160 DESOTO AVE |
| EN19-0697 | Property Maintenance | 04/15/2019 | West Willow | 1355 DESOTO AVE |
| EN19-0778 | Solid Waste | 04/29/2019 | West Willow | 1411 DESOTO AVE |
| EN19-0678 | Pre-Permit Inspection | 04/12/2019 | WEST WILLOW | 777 DODGE CT |
| EN19-0603 | Property Maintenance | 04/02/2019 | WEST WILLOW | 741 DORSET AVE |
| EN19-0774 | Solid Waste | 04/29/2019 | WEST WILLOW | 2126 ECORSE RD |
| EN19-0771 | Vacant Residential House Investigation | 04/29/2019 | WEST WILLOW | 819 EUGENE ST |
| EN19-0773 | Solid Waste | 04/29/2019 | WEST WILLOW | 819 EUGENE ST |
| EN19-0724 | Multiple | 04/17/2019 | WEST WILLOW | 850 GATES AVE |
| EN19-0612 | Solid Waste | 04/03/2019 | WEST WILLOW | 1451 GLENGROVE AVE |
| EN19-0701 | Blight | 04/15/2019 | WEST WILLOW | 535 HUDSON ST |
| EN19-0699 | Property Maintenance | 04/15/2019 | West Willow | 1342 JEFF ST |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|----------------|---------------------|
| EN19-0641 | Solid Waste | 04/08/2019 | West Willow | 1147 LORI ST |
| EN19-0796 | Property Maintenance | 04/30/2019 | WEST WILLOW | 724 NASH AVE |
| EN19-0715 | Parking | 04/16/2019 | WEST WILLOW | 971 NASH AVE |
| EN19-0644 | Solid Waste | 04/08/2019 | WEST WILLOW | 586 OLDS ST |
| EN19-0620 | Property Maintenance | 04/04/2019 | West Willow | 649 OSWEGO AVE |
| EN19-0748 | Property Maintenance - Motor Vehicle | 04/24/2019 | WEST WILLOW | 1549 OUTER LANE DR |
| EN19-0747 | Property Maintenance | 04/24/2019 | WEST WILLOW | 1592 OUTER LANE DR |
| EN19-0634 | Solid Waste | 04/08/2019 | WEST WILLOW | 1629 S PASADENA ST |
| EN19-0646 | Property Maintenance | 04/08/2019 | West Willow | 2342 RAVINEWOOD AVE |
| EN19-0645 | Property Maintenance | 04/08/2019 | West Willow | 2350 RAVINEWOOD AVE |
| EN19-0744 | Property Maintenance | 04/23/2019 | West Willow | 2358 RAVINEWOOD AVE |
| EN19-0596 | Assist Other Agency | 04/02/2019 | West Willow | 2381 RAVINEWOOD AVE |
| EN19-0601 | Property Maintenance | 04/02/2019 | West Willow | 2342 SUNNYGLEN AVE |
| EN19-0611 | Solid Waste | 04/03/2019 | West Willow | 2374 SUNNYGLEN AVE |
| EN19-0726 | Blight | 04/17/2019 | WEST WILLOW | 800 TYLER RD |
| EN19-0725 | Multiple | 04/17/2019 | WEST WILLOW | 840 TYLER RD |
| EN19-0590 | Property Maintenance | 04/01/2019 | West Willow | 1802 TYLER RD |
| EN19-0591 | Property Maintenance | 04/01/2019 | West Willow | 1812 TYLER RD |
| EN19-0604 | Property Maintenance | 04/02/2019 | WEST WILLOW | 1199 WOODGLEN AVE |
| EN19-0614 | Property Maintenance | 04/03/2019 | WESTLAWN AREA | 3007 SOUTHLAWN ST |
| EN19-0676 | Property Maintenance | 04/11/2019 | WESTLAWN AREA | 3110 SOUTHLAWN ST |
| EN19-0757 | Vacant Residential House Investigation | 04/25/2019 | Wingate Condos | 1490 WINGATE BLVD |
| EN19-0734 | Property Maintenance | 04/22/2019 | | 404 ALLSTON CT |
| EN19-0683 | Property Maintenance | 04/12/2019 | | 1334 ANNA J STEPP |
| EN19-0639 | Property Maintenance | 04/08/2019 | | 2835 COOLIDGE AVE |
| EN19-0782 | Zoning | 04/30/2019 | | 1412 ECORSE RD |
| EN19-0737 | Collection Box | 04/22/2019 | | 2299 ELLSWORTH |
| EN19-0751 | Graffiti | 04/24/2019 | | 2299 ELLSWORTH |
| EN19-0622 | Property Maintenance | 04/04/2019 | | 2811 GOLFSIDE RD |
| EN19-0617 | Property Maintenance | 04/04/2019 | | 2955 GOLFSIDE |
| EN19-0619 | Property Maintenance | 04/04/2019 | | 2955 GOLFSIDE |
| EN19-0648 | Property Maintenance | 04/09/2019 | | 872 GROVE RD |
| EN19-0750 | Assist General | 04/24/2019 | | 624 S HEWITT RD |

| Enforcement Number | Category | Date Filed | Subdivision | Address |
|--------------------|--|------------|-------------|-------------------------|
| EN19-0723 | Property Maintenance | 04/17/2019 | | 1595 HOLMES RD |
| EN19-0629 | Property Maintenance | 04/05/2019 | | 1571 HOLMES |
| EN19-0719 | Zoning | 04/17/2019 | | 8 JUNE ST |
| EN19-0606 | Property Maintenance | 04/02/2019 | | 829 E MICHIGAN AVE |
| EN19-0709 | Vacant Commercial Bldg Investigation | 04/16/2019 | | 1631 E MICHIGAN AVE |
| EN19-0681 | Solid Waste | 04/12/2019 | | 1828 E MICHIGAN AVE |
| EN19-0710 | Multiple | 04/16/2019 | | 2340 E MICHIGAN AVE |
| EN19-0638 | Zoning | 04/08/2019 | | 2830 E MICHIGAN AVE |
| EN19-0679 | Multiple | 04/12/2019 | | 1800 E MICHIGAN |
| EN19-0659 | Blight | 04/10/2019 | | 2250 W MICHIGAN AVE |
| EN19-0660 | Rental - Unregistered | 04/10/2019 | | 3375 E MICHIGAN O OFFIC |
| EN19-0712 | Board-Up | 04/16/2019 | | 2041 PARKWOOD AVE |
| EN19-0780 | Vacant Commercial Bldg Investigation | 04/30/2019 | | 2111 RAWSONVILLE RD |
| EN19-0722 | Vacant Residential House Investigation | 04/17/2019 | | 9051 TEXTILE RD |

YPSILANTI TOWNSHIP FIRE DEPARTMENT
MONTHLY REPORT

MARCH 2019

Fire Department staffing levels are as follows:

| | | |
|----------------|---------------------|-----------------------------|
| 1 Fire Chief | 3 Shift Captains | 19 Fire Fighters |
| 1 Fire Marshal | 3 Shift Lieutenants | 1 Clerk III / Staff Support |

All fire department response personnel are licensed as Emergency Medical Technicians by the State of Michigan Public Health. During the month, the fire department responded to 355 requests for assistance. Of those requests, 217 were medical emergency service calls, with the remaining 138 incidents classified as non-medical and/or fire related.

Department activities for the month of March, 2019:

- 1) The Public Education Department participated in the following events:
 - a) Smoke Alarms: 869 Cliffs Drive #204 (2) & 708 Jerome (2)
 - b) Car Seat fittings for U of M Buckle Up program

- 2) Fire fighters attended 14 neighborhood watch meetings

- 3) Fire fighters received training in the following areas:
 - a) Ice Rescue
 - b) Washtenaw County HazMat
 - c) Ambulance Overview

The Fire Marshal had these activities / events for the month of March, 2019:

- 1) Fire Investigations: 1
- 2) Suppression Inspections: 3
- 3) Alarm Inspections: 2
- 4) New Business Inspections: 5
- 5) Liquor Re-Inspections: 6
- 6) Occupancy Certificates: 9
- 7) Burn Permits: 1
- 8) Meetings: 6
- 9) Classes: 1

The Fire Chief attended these meetings / events for the month of March, 2019:

- 1) Officers meeting
- 2) WAMAA
- 3) Negotiations with Firefighter Union (2)
- 4) SE MI Fire Chiefs meeting
- 5) Chippewa Hills meeting
- 6) OSHA Compliance meeting
- 7) Davis Restoration presentation
- 8) Allie Brothers – firefighter badges
- 9) Swift Water Rescue training
- 10) EMS training
- 11) Dodge Court Investigation

There was 0 injuries and 0 deaths reported this month for civilians.

There was 1 injuries and 0 deaths reported this month for fire fighters.

This month the total fire loss, including vehicle fires, is estimated at **\$5,800.00**. All occurred at the following locations:

| DATE OF LOSS | ADDRESS | ESTIMATED LOSS |
|---------------|---------------------|--|
| 1) 03/15/2019 | 5526 N Eagle Court | \$ 1,000.00 (cooking) |
| 2) 03/20/2019 | Martz @ Rawsonville | \$ 2,700.00 (vehicle) |
| 3) 03/23/2019 | 1326 Holmes | \$ 1,600.00 (vehicle) |
| 4) 03/24/2019 | 2962 Washtenaw #201 | \$ 500.00 (cooking) |
| 5) 03/26/2019 | 1144 Monroe | \$ 0.00 (Mutual Aid – City of Ypsilanti) |
| 6) 03/27/2019 | 9665 Avondale | \$ 0.00 (Mutual Aid – Superior Township) |

Respectfully submitted,

Rhonda Bates, Clerical Support Staff
Charter Township of Ypsilanti Fire Department

Attachment: Image Trend Incident Type Report (Summary): 03/01/2019 – 03/31/2019

Ypsilanti Township - Incident Type Report (Summary)
monthly

| Basic Incident Type Code And Description (FD1.21) | Total Incidents | Total Incidents Percent of Incidents | Total Property Loss | Total Content Loss | Total Loss | Total Loss Percent of Total |
|---|-----------------|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------------|
| Incident Type Category (FD1.21): 1 - Fire | | | | | | |
| 111 - Building fire | 1 | 0.28% | | | | |
| 113 - Cooking fire, confined to container | 3 | 0.85% | 0.00 | 1500.00 | 1500.00 | 25.86% |
| 131 - Passenger vehicle fire | 2 | 0.56% | 4000.00 | 300.00 | 4300.00 | 74.14% |
| 150 - Outside rubbish fire, other | 1 | 0.28% | 0.00 | 0.00 | 0.00 | 0.00% |
| Total: 7 | | Total: 1.97% | Total: 4000.00 | Total: 1800.00 | Total: 5800.00 | Total: 100.00% |
| Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident | | | | | | |
| 300 - Rescue, EMS incident, other | 13 | 3.66% | | | | |
| 311 - Medical assist, assist EMS crew | 13 | 3.66% | | | | |
| 320 - Emergency medical service, other | 4 | 1.13% | | | | |
| 321 - EMS call, excluding vehicle accident with injury | 180 | 50.70% | | | | |
| 322 - Motor vehicle accident with injuries | 3 | 0.85% | | | | |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 1 | 0.28% | | | | |
| 324 - Motor vehicle accident with no injuries. | 3 | 0.85% | | | | |
| Total: 217 | | Total: 61.13% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire) | | | | | | |
| 411 - Gasoline or other flammable liquid spill | 1 | 0.28% | | | | |
| 412 - Gas leak (natural gas or LPG) | 1 | 0.28% | | | | |
| 424 - Carbon monoxide incident | 4 | 1.13% | | | | |
| 440 - Electrical wiring/equipment problem, other | 2 | 0.56% | | | | |
| 441 - Heat from short circuit (wiring), defective/worn | 1 | 0.28% | | | | |
| 444 - Power line down | 3 | 0.85% | | | | |
| 445 - Arcing, shorted electrical equipment | 2 | 0.56% | 0.00 | 0.00 | 0.00 | 0.00% |
| 461 - Building or structure weakened or collapsed | 1 | 0.28% | | | | |
| 480 - Attempted burning, illegal action, other | 1 | 0.28% | | | | |
| Total: 16 | | Total: 4.51% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 5 - Service Call | | | | | | |
| 500 - Service call, other | 1 | 0.28% | | | | |
| 511 - Lock-out | 1 | 0.28% | | | | |
| 531 - Smoke or odor removal | 1 | 0.28% | | | | |
| 550 - Public service assistance, other | 2 | 0.56% | | | | |
| 551 - Assist police or other governmental agency | 1 | 0.28% | | | | |
| 553 - Public service | 1 | 0.28% | | | | |
| 561 - Unauthorized burning | 1 | 0.28% | | | | |
| Total: 8 | | Total: 2.25% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 6 - Good Intent Call | | | | | | |
| 600 - Good intent call, other | 4 | 1.13% | | | | |
| 611 - Dispatched and cancelled en route | 79 | 22.25% | | | | |
| 622 - No incident found on arrival at dispatch address | 2 | 0.56% | | | | |
| 651 - Smoke scare, odor of smoke | 2 | 0.56% | | | | |
| Total: 87 | | Total: 24.51% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| Incident Type Category (FD1.21): 7 - False Alarm & False Call | | | | | | |

| Basic Incident Type Code And Description (FD1.21) | Total Incidents | Total Incidents Percent of Incidents | Total Property Loss | Total Content Loss | Total Loss | Total Loss Percent of Total |
|--|-------------------|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------------|
| 700 - False alarm or false call, other | 5 | 1.41% | | | | |
| 711 - Municipal alarm system, malicious false alarm | 1 | 0.28% | | | | |
| 735 - Alarm system sounded due to malfunction | 3 | 0.85% | | | | |
| 736 - CO detector activation due to malfunction | 3 | 0.85% | | | | |
| 741 - Sprinkler activation, no fire - unintentional | 1 | 0.28% | | | | |
| 743 - Smoke detector activation, no fire - unintentional | 3 | 0.85% | | | | |
| 744 - Detector activation, no fire - unintentional | 1 | 0.28% | | | | |
| 745 - Alarm system activation, no fire - unintentional | 3 | 0.85% | | | | |
| | Total: 20 | Total: 5.63% | Total: 0.00 | Total: 0.00 | Total: 0.00 | Total: 0.00% |
| | Total: 355 | Total: 100.00% | Total: 4000.00 | Total: 1800.00 | Total: 5800.00 | Total: 100.00% |



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

To: Brenda Stumbo, Ypsilanti Township Supervisor
From: Mike Marocco, Police Services Lieutenant
Cc: Mike Radzik, Ypsilanti Township Police Administrator & Ypsilanti Township Board
Keith Flores, WCSO Police Services Commander
Date: May 8, 2019
Re: April 2019 Police Services Monthly Report

SUMMARY:

- In April 2019, there were 3553 calls for service in Ypsilanti Township. A 6.9% decrease in calls for service as compared to April 2018.

OPERATIONS

During April 2019, Patrol Operations responded to calls for service, conducted traffic enforcement and community engagement duties in pursuit of our total policy philosophy.

One area of concern during April was the increase of stolen vehicles. Statistically we had a 150% increase compared to April of 2018 (15 this year / 6 last year). Several of the vehicles taken were left unlocked with the keys within them (i.e. center console, under the seat, over the visor).

As with Larceny From Auto incidents, these are crimes of opportunity where the perpetrator simply tries the vehicle door handle to see if it is unlocked and then steals whatever is inside. In the stolen vehicle incidents, the perpetrator found the keys. We have also had multiple instances of loaded firearms being stolen from these unlocked vehicles.

To deter this crime, patrol staff are conducting additional neighborhood checks during the overnight hours based on crime data analysis. In addition, specific undercover patrols are taking place and we have apprehended individuals engaged in this crime. However, the random nature of this crime makes it challenging to predict future occurrence.

A locked vehicle is the best deterrent.

YOUTH INITIATIVE

The Sheriff's Office continues to partner with courts, probation and social services to ensure that there is accountability beyond Sheriff's Office contact with the offenders that are consistently involved in crimes. In addition, the Calls for Service directly related to Juvenile disorder indicate that WCSO efforts in this arena are having significant effect. From a year to date perspective, comparing 2019 to the same period in 2018, we have several positive comparisons:

Juvenile Runaways are up 21%
Juvenile Offenses and Complaints are down 29%

COMMUNITY ACTION TEAM

The purpose of the CAT team is to respond to situations involving or with a nexus of drugs, guns or violence. The team focuses on the timely assessment and response to tips they receive from our community and community problems identified through crime pattern analysis.

CAT collaboration with the Michigan Department of Correction in reference to parole compliance contributes to effective monitoring and management of parolees who live in our community. Timely and efficient response to tips regarding parolee misconduct combined with regular unannounced home visits are expected by the parolees that reside in Ypsilanti Township and surrounding areas.

NEW FACES

The Sheriff's Office is hiring! So far during 2019, we have hired nine new Deputy Sheriff's. We continue to hire highly qualified, motivated and diverse people that are committed to pursuing our mission: Creating public safety, providing quality service and building strong, sustainable communities.

If you are interested in joining us in serving your community in Police Services, Corrections, Communications, Emergency Services or Community Corrections please check us out at

<https://www.washtenaw.org/1124/Sheriff>

We have rewarding career opportunities available for those seeking a profession with a greater purpose.



WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON
SHERIFF

2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

MARK A. PTASZEK
UNDERSHERIFF

YPSILANTI TWP MONTHLY POLICE SERVICES MEETING APRIL, 2019

| 2019 Traffic Stops (YTD) | | 2018 Traffic Stops (YTD) | Percentage Change |
|--------------------------|------|--------------------------|-------------------|
| YTD | 3126 | 3558 | -12 |
| MONTH | 905 | 1052 | -13 |

| 2019 Citations (YTD) | | 2018 Citations (YTD) | Percentage Change |
|----------------------|------|----------------------|-------------------|
| YTD | 1837 | 2074 | -11 |
| MONTH | 598 | 630 | -5 |

| 2019 Drunk Driving (YTD) | | 2018 Drunk Driving (YTD) | Percentage Change |
|--------------------------|----|--------------------------|-------------------|
| YTD | 69 | 79 | -12 |
| MONTH | 15 | 23 | -34 |

| CLEMIS FIND INCIDENT SEARCH FOR ALL BELOW | 2019 (YTD) | 2018 (YTD) | Percentage Change |
|--|------------|------------|-------------------|
| Calls for Service (YTD) | 12576 | 13577 | -7 |
| Robbery's (YTD) | 11 | 10 | +10 |
| Assaultive Crimes (YTD) | 109 | 100 | +9 |
| DV ONLY (YPT) | 136 | 162 | -16 |
| Homes Invasions (YTD) | 35 | 39 | -10 |
| Breaking and Entering (YTD) | 8 | 14 | -42 |
| Larceny's (YTD) | 101 | 71 | +42 |
| Vehicle Theft (YTD) | 35 | 28 | +25 |
| LFA TO INCLUDE PARTS FROM VEHICLE AND PERSONAL BELONGINGS IN VEHICLE (YTD) | 99 | 66 | +50 |
| Traffic Crashes (YTD) | 353 | 380 | -7 |
| Medical Assist CFS | 228 | 224 | +1 |

Animal Control Updates: (Year to date)

| CALL FOR SERVICE | 2019 | 2018 | Change |
|------------------|------|------|--------|
| YPSILANTI TWP | 234 | 207 | +13 |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT



| | |
|--------------------------------|-------------------------------|
| Month: | April |
| Year: | 2019 |
| Print Option: | Print Both Monthly and YTD |
| Include Unfounded: | No |
| Report Offenses: | Include All (1,2,3,4) |
| Attempted/Completed/NA: | Includes Attempted, Completed |
| City: | Ypsilanti Twp-YPT |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of April

| Classification | Apr/2018 | Apr/2019 | %Change |
|---|----------|----------|---------|
| 09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY) | 0 | 0 | 0% |
| 09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY) | 0 | 0 | 0% |
| 10001 KIDNAPPING/ABDUCTION | 0 | 0 | 0% |
| 10002 PARENTAL KIDNAPPING | 0 | 0 | 0% |
| 11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE | 3 | 5 | 66.66% |
| 11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE | 0 | 0 | 0% |
| 11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE | 1 | 2 | 100% |
| 11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE | 0 | 1 | 0% |
| 11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE | 1 | 1 | 0% |
| 11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE | 0 | 0 | 0% |
| 12000 ROBBERY | 3 | 3 | 0% |
| 13001 NONAGGRAVATED ASSAULT | 37 | 45 | 21.62% |
| 13002 AGGRAVATED/FELONIOUS ASSAULT | 28 | 25 | -10.7% |
| 13003 INTIMIDATION/STALKING | 5 | 3 | -40% |
| 20000 ARSON | 0 | 0 | 0% |
| 21000 EXTORTION | 0 | 0 | 0% |
| 22001 BURGLARY -FORCED ENTRY | 8 | 9 | 12.5% |
| 22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit) | 3 | 5 | 66.66% |
| 23003 LARCENY -THEFT FROM BUILDING | 9 | 8 | -11.1% |
| 23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE | 0 | 1 | 0% |
| 23005 LARCENY -THEFT FROM MOTOR VEHICLE | 34 | 29 | -14.7% |
| 23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES | 6 | 9 | 50% |
| 23007 LARCENY -OTHER | 4 | 17 | 325% |
| 24001 MOTOR VEHICLE THEFT | 5 | 13 | 160% |
| 24002 MOTOR VEHICLE, AS STOLEN PROPERTY | 1 | 2 | 100% |
| 25000 FORGERY/COUNTERFEITING | 1 | 1 | 0% |
| 26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME | 16 | 10 | -37.5% |
| 26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE | 13 | 2 | -84.6% |
| 26005 FRAUD -WIRE FRAUD | 0 | 1 | 0% |
| 26007 FRAUD - IDENTITY THEFT | 11 | 4 | -63.6% |
| 26008 FRAUD - HACKING/COMPUTER INVASION | 0 | 1 | 0% |
| 27000 EMBEZZLEMENT | 1 | 0 | -100% |
| 28000 STOLEN PROPERTY | 2 | 2 | 0% |
| 29000 DAMAGE TO PROPERTY | 21 | 24 | 14.28% |
| 30001 RETAIL FRAUD -MISREPRESENTATION | 0 | 1 | 0% |
| 30002 RETAIL FRAUD -THEFT | 9 | 17 | 88.88% |
| 30003 RETAIL FRAUD -REFUND/EXCHANGE | 0 | 0 | 0% |
| 35001 VIOLATION OF CONTROLLED SUBSTANCE ACT | 12 | 2 | -83.3% |
| 35002 NARCOTIC EQUIPMENT VIOLATIONS | 6 | 2 | -66.6% |
| 36002 SEXUAL PENETRATION NONFORCIBLE -OTHER | 1 | 0 | -100% |
| 52001 WEAPONS OFFENSE- CONCEALED | 5 | 2 | -60% |
| 52003 WEAPONS OFFENSE -OTHER | 1 | 1 | 0% |
| 72000 ANIMAL CRUELTY | 0 | 0 | 0% |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

| Group A Totals | | 247 | 248 | 0.404% |
|-----------------------|--|-------------|-------------|---------------|
| 22003 | BURGLARY - UNLAWFUL ENTRY (NO INTENT) | 1 | 0 | -100% |
| 26006 | FRAUD -BAD CHECKS | 0 | 0 | 0% |
| 36004 | SEX OFFENSE -OTHER | 1 | 1 | 0% |
| 38001 | FAMILY -ABUSE/NEGLECT NONVIOLENT | 3 | 3 | 0% |
| 38003 | FAMILY -OTHER | 0 | 0 | 0% |
| 41002 | LIQUOR VIOLATIONS -OTHER | 4 | 1 | -75% |
| 42000 | DRUNKENNESS | 0 | 0 | 0% |
| 48000 | OBSTRUCTING POLICE | 10 | 9 | -10% |
| 49000 | ESCAPE/FLIGHT | 1 | 0 | -100% |
| 50000 | OBSTRUCTING JUSTICE | 11 | 7 | -36.3% |
| 53001 | DISORDERLY CONDUCT | 0 | 2 | 0% |
| 53002 | PUBLIC PEACE -OTHER | 0 | 0 | 0% |
| 54001 | HIT and RUN MOTOR VEHICLE ACCIDENT | 3 | 3 | 0% |
| 54002 | OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS | 23 | 15 | -34.7% |
| 55000 | HEALTH AND SAFETY | 4 | 3 | -25% |
| 57001 | TRESPASS | 0 | 0 | 0% |
| 58000 | SMUGGLING | 0 | 1 | 0% |
| 70000 | JUVENILE RUNAWAY | 8 | 6 | -25% |
| 73000 | MISCELLANEOUS CRIMINAL OFFENSE | 7 | 1 | -85.7% |
| Group B Totals | | 76 | 52 | -31.5% |
| 2800 | JUVENILE OFFENSES AND COMPLAINTS | 36 | 27 | -25% |
| 2900 | TRAFFIC OFFENSES | 19 | 13 | -31.5% |
| 3000 | WARRANTS | 50 | 43 | -14% |
| 3100 | TRAFFIC CRASHES | 111 | 104 | -6.30% |
| 3200 | SICK / INJURY COMPLAINT | 128 | 146 | 14.06% |
| 3300 | MISCELLANEOUS COMPLAINTS | 806 | 698 | -13.3% |
| 3400 | WATERCRAFT COMPLAINTS / ACCIDENTS | 0 | 1 | 0% |
| 3500 | NON-CRIMINAL COMPLAINTS | 767 | 737 | -3.91% |
| 3700 | MISCELLANEOUS TRAFFIC COMPLAINTS | 1139 | 1013 | -11.0% |
| 3800 | ANIMAL COMPLAINTS | 60 | 72 | 20% |
| 3900 | ALARMS | 168 | 150 | -10.7% |
| Group C Totals | | 3284 | 3004 | -8.52% |
| 4000 | HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 12 | 13 | 8.333% |
| 4100 | NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 1 | 0 | -100% |
| 4200 | PARKING CITATIONS | 4 | 7 | 75% |
| 4300 | LICENSE / TITLE / REGISTRATION CITATIONS | 3 | 0 | -100% |
| 4500 | MISCELLANEOUS A THROUGH UUUU | 7 | 15 | 114.2% |
| 4900 | TRAFFIC WARNINGS | 0 | 0 | 0% |
| Group D Totals | | 27 | 35 | 29.62% |
| 5100 | 18A STATE CODE FIRE CLASSIFICATIONS | 0 | 1 | 0% |
| Group E Totals | | 0 | 1 | 0% |
| 6000 | MISCELLANEOUS ACTIVITIES (6000) | 31 | 57 | 83.87% |
| 6100 | MISCELLANEOUS ACTIVITIES (6100) | 125 | 116 | -7.2% |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

For The Month Of April

| Classification | Apr/2018 | Apr/2019 | %Change |
|------------------------------------|-------------|-------------|---------------|
| 6300 CANINE ACTIVITIES | 3 | 7 | 133.3% |
| 6500 CRIME PREVENTION ACTIVITIES | 17 | 10 | -41.1% |
| 6600 COURT / WARRANT ACTIVITIES | 0 | 0 | 0% |
| 6700 INVESTIGATIVE ACTIVITIES | 10 | 23 | 130% |
| Group F Totals | 186 | 213 | 14.51% |
| City : Ypsilanti Twp Totals | 3820 | 3553 | -6.98% |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through April

| Classification | 2018 | 2019 | %Change |
|---|----------|----------|-----------|
| Group F Totals | 0 | 0 | 0% |
| 09001 MURDER/NONNEGLIGENT MANSLAUGHTER (VOLUNTARY) | 1 | 0 | -100% |
| 09002 NEGLIGENT HOMICIDE/MANSLAUGHTER (INVOLUNTARY) | 1 | 0 | -100% |
| 10001 KIDNAPPING/ABDUCTION | 1 | 1 | 0% |
| 10002 PARENTAL KIDNAPPING | 0 | 1 | 0% |
| 11001 SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE | 12 | 10 | -16.6% |
| 11002 SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE | 2 | 3 | 50% |
| 11003 SEXUAL PENETRATION ORAL/ANAL -CSC 1ST DEGREE | 1 | 4 | 300% |
| 11004 SEXUAL PENETRATION ORAL/ANAL -CSC 3RD DEGREE | 0 | 1 | 0% |
| 11007 SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE | 2 | 7 | 250% |
| 11008 SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE | 8 | 3 | -62.5% |
| 12000 ROBBERY | 10 | 11 | 10% |
| 13001 NONAGGRAVATED ASSAULT | 162 | 136 | -16.0% |
| 13002 AGGRAVATED/FELONIOUS ASSAULT | 74 | 81 | 9.459% |
| 13003 INTIMIDATION/STALKING | 16 | 20 | 25% |
| 20000 ARSON | 1 | 1 | 0% |
| 21000 EXTORTION | 0 | 1 | 0% |
| 22001 BURGLARY -FORCED ENTRY | 41 | 33 | -19.5% |
| 22002 BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit) | 12 | 10 | -16.6% |
| 23003 LARCENY -THEFT FROM BUILDING | 38 | 36 | -5.26% |
| 23004 LARCENY -THEFT FROM COIN-OPERATED MACHINE/DEVICE | 0 | 12 | 0% |
| 23005 LARCENY -THEFT FROM MOTOR VEHICLE | 56 | 82 | 46.42% |
| 23006 LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES | 10 | 17 | 70% |
| 23007 LARCENY -OTHER | 23 | 36 | 56.52% |
| 24001 MOTOR VEHICLE THEFT | 29 | 35 | 20.68% |
| 24002 MOTOR VEHICLE, AS STOLEN PROPERTY | 3 | 6 | 100% |
| 25000 FORGERY/COUNTERFEITING | 8 | 4 | -50% |
| 26001 FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME | 39 | 26 | -33.3% |
| 26002 FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE | 37 | 19 | -48.6% |
| 26005 FRAUD -WIRE FRAUD | 2 | 5 | 150% |
| 26007 FRAUD - IDENTITY THEFT | 52 | 20 | -61.5% |
| 26008 FRAUD - HACKING/COMPUTER INVASION | 0 | 1 | 0% |
| 27000 EMBEZZLEMENT | 5 | 4 | -20% |
| 28000 STOLEN PROPERTY | 7 | 4 | -42.8% |
| 29000 DAMAGE TO PROPERTY | 65 | 80 | 23.07% |
| 30001 RETAIL FRAUD -MISREPRESENTATION | 4 | 3 | -25% |
| 30002 RETAIL FRAUD -THEFT | 55 | 38 | -30.9% |
| 30003 RETAIL FRAUD -REFUND/EXCHANGE | 1 | 0 | -100% |
| 35001 VIOLATION OF CONTROLLED SUBSTANCE ACT | 54 | 19 | -64.8% |
| 35002 NARCOTIC EQUIPMENT VIOLATIONS | 21 | 7 | -66.6% |
| 36002 SEXUAL PENETRATION NONFORCIBLE -OTHER | 1 | 0 | -100% |
| 52001 WEAPONS OFFENSE- CONCEALED | 14 | 5 | -64.2% |
| 52003 WEAPONS OFFENSE -OTHER | 3 | 6 | 100% |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

Year To Date Through April

| Classification | 2018 | 2019 | %Change |
|--|--------------|--------------|---------------|
| 72000 ANIMAL CRUELTY | 0 | 1 | 0% |
| Group A Totals | 871 | 789 | -9.41% |
| 22003 BURGLARY - UNLAWFUL ENTRY (NO INTENT) | 5 | 5 | 0% |
| 26006 FRAUD -BAD CHECKS | 3 | 3 | 0% |
| 36004 SEX OFFENSE -OTHER | 2 | 3 | 50% |
| 38001 FAMILY -ABUSE/NEGLECT NONVIOLENT | 8 | 15 | 87.5% |
| 38003 FAMILY -OTHER | 1 | 0 | -100% |
| 41002 LIQUOR VIOLATIONS -OTHER | 13 | 3 | -76.9% |
| 42000 DRUNKENNESS | 0 | 1 | 0% |
| 48000 OBSTRUCTING POLICE | 40 | 25 | -37.5% |
| 49000 ESCAPE/FLIGHT | 1 | 2 | 100% |
| 50000 OBSTRUCTING JUSTICE | 42 | 48 | 14.28% |
| 53001 DISORDERLY CONDUCT | 4 | 9 | 125% |
| 53002 PUBLIC PEACE -OTHER | 0 | 1 | 0% |
| 54001 HIT and RUN MOTOR VEHICLE ACCIDENT | 19 | 15 | -21.0% |
| 54002 OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS | 79 | 69 | -12.6% |
| 55000 HEALTH AND SAFETY | 10 | 10 | 0% |
| 57001 TRESPASS | 13 | 2 | -84.6% |
| 58000 SMUGGLING | 0 | 1 | 0% |
| 70000 JUVENILE RUNAWAY | 28 | 22 | -21.4% |
| 73000 MISCELLANEOUS CRIMINAL OFFENSE | 9 | 5 | -44.4% |
| Group B Totals | 277 | 239 | -13.7% |
| 2800 JUVENILE OFFENSES AND COMPLAINTS | 86 | 61 | -29.0% |
| 2900 TRAFFIC OFFENSES | 84 | 63 | -25% |
| 3000 WARRANTS | 205 | 172 | -16.0% |
| 3100 TRAFFIC CRASHES | 514 | 429 | -16.5% |
| 3200 SICK / INJURY COMPLAINT | 541 | 564 | 4.251% |
| 3300 MISCELLANEOUS COMPLAINTS | 2797 | 2415 | -13.6% |
| 3400 WATERCRAFT COMPLAINTS / ACCIDENTS | 1 | 2 | 100% |
| 3500 NON-CRIMINAL COMPLAINTS | 3253 | 2905 | -10.6% |
| 3700 MISCELLANEOUS TRAFFIC COMPLAINTS | 3742 | 3597 | -3.87% |
| 3800 ANIMAL COMPLAINTS | 200 | 228 | 14% |
| 3900 ALARMS | 614 | 626 | 1.954% |
| Group C Totals | 12037 | 11062 | -8.10% |
| 4000 HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 41 | 20 | -51.2% |
| 4100 NON-HAZARDOUS TRAFFIC CITATIONS / WARNINGS | 2 | 2 | 0% |
| 4200 PARKING CITATIONS | 24 | 13 | -45.8% |
| 4300 LICENSE / TITLE / REGISTRATION CITATIONS | 7 | 4 | -42.8% |
| 4500 MISCELLANEOUS A THROUGH UUUU | 22 | 42 | 90.90% |
| 4900 TRAFFIC WARNINGS | 0 | 2 | 0% |
| Group D Totals | 96 | 83 | -13.5% |
| 5100 18A STATE CODE FIRE CLASSIFICATIONS | 0 | 2 | 0% |

CLR-008 Monthly Summary Of Offenses (WD)

City:Ypsilanti Twp-YPT

| Group E Totals | 0 | 2 | 0% |
|--------------------------------------|--------------|--------------|---------------|
| 6000 MISCELLANEOUS ACTIVITIES (6000) | 141 | 176 | 24.82% |
| 6100 MISCELLANEOUS ACTIVITIES (6100) | 439 | 425 | -3.18% |
| 6300 CANINE ACTIVITIES | 20 | 30 | 50% |
| 6500 CRIME PREVENTION ACTIVITIES | 81 | 33 | -59.2% |
| 6600 COURT / WARRANT ACTIVITIES | 0 | 3 | 0% |
| 6700 INVESTIGATIVE ACTIVITIES | 41 | 47 | 14.63% |
| Group F Totals | 722 | 714 | -1.10% |
| City : Ypsilanti Twp Totals | 14003 | 12889 | -7.95% |



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
TRUSTEES: STAN ELDRIDGE • HEATHER JARRELL ROE • MONICA ROSS WILLIAMS •
JIMMIE WILSON, JR.

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI TUESDAY, MAY 21, 2019

5:00pm

**CIVIC CENTER
BOARD ROOM
7200 HURON RIVER DRIVE**

1. RECREATIONAL MARIJUANA ACT NEXT STEPS DISCUSSION.....BOARD MEMBERS
2. AGENDA REVIEW SUPERVISOR STUMBO
3. OTHER DISCUSSION BOARD MEMBERS

Recreational Marijuana Act

Next Steps Discussion

REVIEW AGENDA

- A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

- A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES



Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE • YPSILANTI, MI 48197

SUPERVISOR BRENDA STUMBO • CLERK KAREN LOVEJOY ROE • TREASURER LARRY DOE
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JIMMIE WILSON, JR.

REGULAR MEETING AGENDA

TUESDAY, MAY 21, 2019

7:00 P.M.

REVISED 5-21-19

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION
3. PUBLIC HEARING
 - A. 7:00PM – RESOLUTION 2019-25, CREATION OF SECURITY CAMERA SPECIAL ASSESSMENT DISTRICT #074 FOR THE CLIFFS CONDOS
(PUBLIC HEARING SET AT THE APRIL 16, 2019 REGULAR MEETING)
4. PUBLIC COMMENTS
5. CONSENT AGENDA
 - A. MINUTES OF THE MAY 7, 2019 WORK SESSION AND REGULAR MEETING
 - B. STATEMENTS AND CHECKS
 1. STATEMENTS AND CHECKS FOR MAY 21, 2019 IN THE AMOUNT OF \$825,638.38
 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR APRIL 2019 IN THE AMOUNT OF \$60,984.67
 3. CHOICE HEALTH CARE ADMIN FEE FOR MARCH 2019 IN THE AMOUNT OF \$1,106.00
 - C. APRIL 2019 TREASURER’S REPORT
6. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

1. RESOLUTION 2019-23, APPROVAL OF THE SRF CONTRACT AND AUTHORIZING NOTICE FOR THE YCUA WASTEWATER TREATMENT PLANT IMPROVEMENTS SRF BOND SALE
2. REQUEST TO APPROVE THE MASTER DEED, BYLAWS AND ELEVATIONS FOR THE MAJESTIC LAKES ESTATES CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT
3. REQUEST TO APPROVE THE MASTER DEED, BYLAWS AND ELEVATIONS FOR THE MAJESTIC PONDS CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT

4. REQUEST TO APPROVE THE SECOND AMENDMENT TO MASTER DEED AND ASSOCIATED EXHIBITS OF THE VILLAGE AT MAJESTIC LAKES CONDOMINIUM PHASE OF THE MAJESTIC LAKES PLANNED DEVELOPMENT
5. REQUEST TO APPROVE AMENDED AGREEMENT WITH WASHTENAW COUNTY FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE FOR THE PROPOSED BUS STOP SHELTER AT SCHOONER COVE AND S. HURON RIVER DR.
6. REQUEST TO APPROVE AN AMENDED AGREEMENT WITH OHM FOR ADDITIONAL WORK TO THE PATHWAY FOR THE SCHOONER COVE BUS STOP IN THE AMOUNT OF \$6,110.00 TO BE BUDGETED IN LINE ITEM #101-970-000-974-100 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
7. REQUEST TO APPROVE SKATE PARK AGREEMENT BETWEEN YPSILANTI TOWNSHIP AND WASHTENAW COUNTY BY THE WASHTENAW COUNTY PARKS AND RECREATION PARKS COMMISSION
8. REQUEST TO APPROVE CHANGE ORDER #1 IN THE AMOUNT OF \$715.00 AND THE PROPOSAL TO CONDUCT A SUBSURFACE INVESTIGATION AT 1150 MIDWAY IN THE AMOUNT OF \$5,570.00 WITH AKT PEERLESS IN A TOTAL AMOUNT OF \$6,285.00 TO BE BUDGETED IN LINE ITEM #212-212-000-801-300 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
9. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2358 RAVINEWOOD AVE., 5940 ELLIS RD., AND 2830 E. MICHIGAN AVE. IN THE AMOUNT OF \$30,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023
10. REQUEST TO APPROVE AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD DUST CONTROL IN THE AMOUNT OF \$5,847.93 BUDGETED IN LINE ITEM #212-212-000-818-006
11. RESOLUTION 2019-24, AMENDED 2019 DESIGNATION OF DEPOSITORIES
12. BUDGET AMENDMENT #9

AUTHORIZATIONS AND BIDS

1. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO AWARD THE LOW BID FOR THE GENERATOR REPLACEMENT AT THE LAW ENFORCEMENT CENTER TO CUMMINS INC. IN THE AMOUNT OF \$83,767.00 TO BE BUDGETED IN LINE ITEM #266-301-000-971-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT
2. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH OHM ADVISORS FOR PROCUREMENT, DELIVERY AND INSTALLATION OF A REPLACEMENT GENERATOR AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$38,700.00 TO BE BUDGETED IN LINE ITEM #266-301-000-971-001 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

3. REQUEST FOR AUTHORIZATION TO WAIVE THE FINANCIAL POLICY AND SEEK THREE QUOTES FOR REPAIR OF THE ROOF ON THE CIVIC CENTER MAINTENANCE GARAGE AND AUTHORIZE THE THREE FULL TIME OFFICIALS TO SELECT THE VENDOR AND ENTER INTO A CONTRACT FOR THE PROJECT

OTHER BUSINESS

PUBLIC HEARING

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-25

CREATION OF NEIGHBORHOOD CAMERA SPECIAL ASSESSMENT DISTRICT #074 CLIFFS CONDOS

WHEREAS, at the request of your Homeowner's Association, the Township Board of the Charter Township of Ypsilanti proposes to install a security camera to be located at the southwest corner of Grove Rd. and Cliffs Dr.; and

WHEREAS, Ypsilanti Township has paid for the purchase and installation of the security camera; and

WHEREAS, the Township Board proposes the creation of a special assessment district consisting of 245 parcels known as Cliffs Condos, which will be benefited to defray the operation and maintenance cost of the security cameras; and

WHEREAS, the Township Board has solicited *Requests for Proposals* for the proposed project describing the security camera improvements, the proposed location of said improvements and estimated costs; and

WHEREAS, Conti Corporation, a video security company, licensed by the State of Michigan, prepared and submitted proposed plans to install, operate and maintain security cameras in public areas located within the boundaries of Cliffs Condos, which consists of 245 parcels with the following estimated costs:

- Costs for purchase and installation of 1 security camera (paid for by Ypsilanti Township): \$5,311.38
- Total Annual Residents' Cost for maintenance and operation of security cameras: (First three years) \$6,900.72
- Annual cost per parcel \$ 9.39
- Monthly cost per parcel \$.78

WHEREAS, the plans, estimates of cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the public hearing upon the same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk; and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on the 21st day of May, 2019 commencing at approximately 7:00pm and all persons given the opportunity to be heard in the matter; and

WHEREAS, as a result of the foregoing, the Township Board believes the project to be in the best interests of the Township and of the district proposed to be established therefore;

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That this Township Board does hereby approve the plans for public security cameras as prepared and presented by the Township's licensed security system contractor and its annual estimate of costs for the operation and maintenance thereof.
2. That this Township Board creates a special assessment district located within the boundaries of Cliffs Condos with the district to be known as Cliffs Condos Neighborhood Camera Special Assessment District No. 074 within which the costs of the operation and maintenance of the security cameras shall be assessed according to benefits.
3. That on the basis of the foregoing, this Township Board does hereby direct the Supervisor and Assessing Officer to make a special assessment roll in which shall be entered and described all the parcels of land to be assessed with the names of the respective owners thereof if known, and a total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be

levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto her certificate stating that it was made pursuant to this resolution and that in making such assessment roll, she has, according to her best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. When the special assessment roll has been prepared and filed in the office of the Township Clerk, before said assessment roll has been confirmed, the Township Board shall appoint a time and place when it will meet, review and hear any objections to the assessment roll.
5. If the special assessment roll is confirmed, the Township Board intends to hold a public hearing once each year in future years, on or before September 30, to reassess property in the special assessment district for the costs in the next year, and will provide notice of such hearing in such a manner as prescribed by law.
6. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution be and the same are hereby rescinded.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

April 23, 2019

Owner
Address
City, State, Zip

Re: Public Hearing Scheduled for Tuesday, May 21, 2019 at Approximately 7:00pm for the Creation of Neighborhood Camera Special Assessment District #074 Cliffs Condos

Dear Property Owners:

At the request of your Homeowner's Association, the Charter Township of Ypsilanti Board of Trustees set a public hearing to consider the request for the creation of Neighborhood Camera Special Assessment District #074 Cliffs Condos for the installation of one (1) camera to be located at the southwest corner of Grove Rd. and Cliffs Dr.

THE TOTAL COST PER HOUSEHOLD FOR THIS YEARLY ASSESSMENT WOULD BE \$9.39 PER YEAR.

This will include your property located at: Parcel Address
Parcel Number

The public hearing will be held on Tuesday, May 21, 2019 at approximately 7:00pm in the Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Installation charges for the one (1) camera is \$5,311.38 and will be paid for by Ypsilanti Township. Conti Corporation and Comcast have fixed the annual charges for the first three (3) years, per agreement to \$6,900.72. This cost is divided among the two hundred forty five (245) parcels and equals \$9.38 per parcel, per year. After the third year, the costs will reflect the current rates set by Conti Corporation and Comcast.

You are welcome to attend the meeting or you may send written comments of approval or objection in advance of the public hearing to the address listed above or by email to klovejoyroe@ytown.org or lstanfield@ytown.org.

To Legally Protest the Neighborhood Camera Special Assessment:

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment in person, or may file his or her appearance and protest by letter before the hearing, and in that event, personal appearance shall not be required. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

If you have any questions or need additional information, please feel free to contact my office at 734-484-4700.

Sincerely,

Karen Lovejoy Roe, Clerk
klovejoyroe@ytown.org

Lisa Stanfield, Deputy Clerk
lstanfield@ytown.org

lrs

cc: File

PUBLIC COMMENTS

CONSENT AGENDA

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 7, 2019 WORK SESSION MEETING**

Supervisor Stumbo called the meeting to order at approximately 5:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Stumbo Clerk Lovejoy Roe, and Treasurer Doe
Trustees: Stan Eldridge, Heather Jarrell Roe,
Jimmie Wilson, Jr. and Monica Ross-Williams

Members Absent: none

Legal Counsel: Wm. Douglas Winters

1. AGENDA REVIEW.....SUPERVISOR STUMBO

**A. MINUTES OF THE APRIL 16, 2019 WORK SESSION, CLOSED SESSION
AND REGULAR MEETING.**

Supervisor Stumbo and Trustee Monica Ross-Williams requested additions to the Work Session Minutes and Clerk Lovejoy Roe agreed.

B. STATEMENTS AND CHECKS

**1. STATEMENTS AND CHECKS FOR MAY 7, 2019 IN THE
AMOUNT OF \$764,608.57**

NEW BUSINESS

**1. 1st READING OF RESOLUTION 2019-06, PROPOSED ORDINANCE 2019-486,
AN ORDINANCE AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE
TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS**

Megan Masson-Minock, Carlisle, Wortman & Associates explained why they needed to change the zoning ordinance. She said that when they were recommending the conditional rezoning for the tennis facility they realized the

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zoning ordinance did not specifically have an approval process for conditional rezoning. She said this was the reason that amendments were on the agenda. Ms. Masson-Minock said that conditional rezoning allows the property owner to voluntarily offer conditions for the rezoning of their property. She said only the property owner could dictate the terms of the agreement. Ms. Masson-Minock stated that if the property owner wishes to limit the terms of the agreement the municipality could restrict it to certain things. She said this had been a good tool for municipalities. Ms. Masson-Minock stated that what was proposed was an additional Section-2705 and that would set forth the authority to conditional rezoning and it would establish the conditions for the rezoning including entering into a legal agreement.

Supervisor Stumbo reiterated the process for conditional rezoning and asked Ms. Masson-Minock for examples. Ms. Masson-Minock gave different scenarios for conditional rezoning.

Ms. Masson-Minock stated the Township Board could reject any conditional rezoning that does not match the Townships' Master Plan.

OLD BUSINESS

**1. 2ND READING OF RESOLUTION 2019-20, PROPOSED ORDINANCE 2019-484
PROHIBITION OF RECREATIONAL MARIJUANA ESTABLISHMENT (1ST
READING HELD AT THE APRIL 2, 2019 REGULAR MEETING)**

Supervisor Stumbo stated the 2nd Reading includes a proposed revision of adding a sunset date of June 30, 2020. She said this would give the township adequate time to get an ordinance in place regarding recreational marijuana establishments in Ypsilanti Township.

Trustee Jarrell Roe thanked Attorney Winters and Attorney King for their input into this Resolution. She said she feels this revision allows residents who are concerned about recreational marijuana to understand what the State of Michigan regulations are once they are developed.

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Attorney Winters said the 2018 Michigan Regulation and Taxation of Marijuana Act deals with six separate categories of commercial activities. He said only one category deals with retail dispensary. Attorney Winters said the categories range from recreational marijuana growers and sellers for up to 2,000 marijuana plants, marijuana safety compliance facilities, processors, micro businesses, retailers, and recreational marijuana transporters. He said at the time the ballot initiative was approved the State of Michigan was required to have a set of emergency rules that would govern these six categories. He said those rules would go into effect in June or July. He said these rules would be the initial guidelines for applicants to seek to be a Licensee in one of the six categories. He said the emergency rules will expire in six months but would be renewed for an additional six months for a maximum of one year. Attorney Winters stated that after one year the State would be required to have the final set of rules that would be adopted by LARA. He said the State would begin to license growers, processors, micro businesses and transporters before they license retailers. He said the State would not let the retailers for recreational use sell marijuana that was grown for medical use. He said that since we know the timeline from the State now, we may be one of the first municipalities that would have a legitimate timeline to review the rules once they are published, determine which of the six categories should be present in Ypsilanti Township, and which zoning district they would fit into. Attorney Winters stated this process would show that the Township proceeded in a good faith manner regarding the 2018 Michigan Regulation and Taxation of Marijuana Act.

Supervisor Stumbo stated that there was a need for more education regarding the Act. She said people have misinformation regarding what was on the ballot. She said they received signatures from a neighborhood watch group supporting opting out of recreational marijuana businesses in Ypsilanti Township. Supervisor Stumbo said there were strong feelings from residents on both sides of opening businesses or not. She said it was important for residents to get correct information regarding this law.

Mike Radzik, OCS Director stated they have found where home growers have used Liquid Carbon Dioxide injected into the soil for plants to grow bigger and faster. Mr. Radzik said that it is colorless and odorless but when leaking it can

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cause a person to pass out. He said that for \$300.00 each we could purchase detectors for each of our housing inspectors to make it safer for them. He said the inspectors reported that one in ten houses they inspect has a grow operation in it. Supervisor Stumbo stated she wanted our employees to be safe.

Trustee Jarrell Roe stated she agreed with Supervisor Stumbo regarding educating and clarifying what the ballot initiative really meant. She said the situations that we are discussing now about people doing illegal things, such as liquid carbon dioxide infused in the soil of marijuana plants will be stopped by enforcement of our ordinances. She stated she thought it was important not to lead with fear. Trustee Jarrell Roe stated the Township needed to assure residents that we as a Township have always and will continue to always care about the safety of our community. She said just because something is legal does not mean its' okay to do illegal things with it. Trustee Jarrell Roe said just because alcohol is legal it is not okay to give it or sell it to minors. She said some people are always going to do bad things. She said we needed to approach it in a factual manner and not from a place of fear. She said we should come from a place where we are taking the reigns on ensuring safety and continue to have zero tolerance in allowing people to violate our community standards.

Supervisor Stumbo stated that she would like LARA to be aware of some of the problems municipalities have had with medical marijuana grow operations. She said that the smell was a problem at a large grow operation in Livonia and that they were given a fine but the way they fixed the operation did not eliminate the smell. She said these were issues that she wonders if LARA would know about.

Trustee Jarrell Roe stated that in Grand Rapids they were giving preference to businesses applying for licenses if that business was involved in some kind of community involvement in Grand Rapids. She said she would look into it and share it with the Board.

Trustee Ross Williams stated she would like a working group that includes residents on both sides of the issue.

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Supervisor Stumbo stated there are people who are involved in this industry that we do not know about. She said if it was an employee, board member, planning commissioner, etc. involved in this industry we should be aware of it and know if they are financially benefiting from the legalization.

Trustee Jarrell Roe said she had looked at the statistics regarding the passing of the marijuana proposal. She said in the precinct, that the petitions were received from, supporting opting out of all the marijuana businesses, had a 74% yes vote on the proposal.

Supervisor Stumbo stated that people did not vote on having the facilities in their community. She said they voted yes because it said it allows communities to regulate it. She said people have told her they voted yes because they didn't want citizens to be arrested and put in prison for marijuana.

Clerk Lovejoy Roe suggested that we could host an event where Attorney Winters could have a speaker from the state to discuss with residents what is involved in the 2018 Michigan Regulation and Taxation of Recreational Marijuana Act. She said she does not think the community realizes there were 6 different categories of business covered in the Marijuana Act. She said there was information that may help explain it. Clerk Lovejoy Roe stated the Act does not allow any of the six categories to be in residential areas or near schools.

NEW BUSINESS

**2. REQUEST OF LIGHTSPEED COMMUNICATIONS, LLC TO ASSIGN AND
TRANSFER THEIR METRO ACT PERMIT TO METRO FIBERNET, LLC**

Clerk Lovejoy Roe stated this was a transfer from Lightspeed to Metro Fibernet, LLC.

Supervisor Stumbo stated that they had a problem on Grove Road where fiber companies disturbed an area and did not restore it. She said there was another area on the west side. Supervisor Stumbo stated she didn't know if it was

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Lightspeed but said we have to make sure when they come into an area they restore it to its original state.

Clerk Lovejoy Roe stated the Road Commission would not release bonds until the road right-of-way was restored in these cases.

3. REQUEST TO APPROVE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN THE AMOUNT OF \$304,356.93 TO BE BUDGETED IN LINE ITEM #101-466-000-818-022 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT

Supervisor Stumbo stated the Road Commission recommended crack sealing to our roads so they would last longer. She said the contract was for crack sealing throughout the township and the milling and repairing of Edison, which was necessary before installing speed bumps.

4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1594 ANDREA ST. AND 1499 GROVE RD. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Mike Radzik, OCS Director explained that 1594 Andrea has been vacant for several months and the owner is deceased. He said they had inspected the home and condemned the structure. He said they have been unable to locate any probate records where any interested family has opened the probate case on the property. Mr. Radzik stated the property at 1499 Grove Rd. has been vacant for some time but they made contact with the listed owner. He said the owner stated she had been working with the County Treasurers' office and has not been able to make the repairs. Mr. Radzik said they asked her to register the property and she has not. He said they got an administrative warrant to inspect the property which was rat infested. He said the Certificate of Occupancy was suspended.

5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 5900 BRIDGE RD. #408 AND 418 VILLA DR. IN

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THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023

Michael Radzik, OCS Director stated the request was to padlock drug houses. He said they were related because it was the same criminal investigation. He said 5900 Bridge Rd. was an apartment that was used only to manufacture and sell drugs. Mr. Radzik said that at the same time law enforcement was at 5900 Bridge they were also at 418 Villa Drive. He said both addresses met the criteria to padlock the property up to one year.

6. REQUEST TO ADOPT A RECOMMENDED NATIVE PLANT SPECIES LIST

Supervisor Stumbo said this request was for Ypsilanti Township to remain a designated Bee community.

7. RESOLUTION 2019-21, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 21, 2019

Clerk Lovejoy Roe stated the proceeds from this run would go to the Border to Border program.

8. RESOLUTION 2019-22, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5k, 10k, AND KID'S MILE RUN ON OCTOBER 12, 2019

Supervisor Stumbo stated the proceeds from this run would go to a local charity but it did not specify which charity.

Board members requested finding out what charity the proceeds would go to.

9. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT DATED FEBRUARY 19, 2019 CR #51312 FOR 1150 MIDWAY

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Attorney Winters explained this was a follow up to the Phase I that was paid for by the Washtenaw County Brownfield in regards to 1150 Midway. He said this was the location for the proposed Skate Park. He said they asked AKT Peerless to perform a sub-surface investigation around the concrete pad where the Skate Park was to be located to check for fuel contaminates in the soil.

10. BUDGET AMENDMENT #8

Supervisor Stumbo explained what the Budget Amendment included.

AUTHORIZATION AND BIDS

- 1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL TO WAIVE THE FINANCIAL POLICY AND PURCHASE A NEW RAM 1500 PICK UP FROM VANDYKE DODGE RAM IN THE AMOUNT OF \$20,754.00 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

Attorney Winters stated that neighborhood stabilization was still a goal for Ypsilanti Township. He said there were a number of different avenues that the township takes to keep up with stabilizing our neighborhoods. He said he could not emphasize enough the importance of the Office of Community Standards when it comes to identifying and inspecting the vacant properties and blighted homes in the Township. He said that a blighted home in our community has a major impact when it comes to prospective residents who are looking to relocate in the Township. He said we have seen over the last few weeks some of the worst signs of blight and drug houses in our community. Mr. Winters stated that we were still fighting the drug homes and these last two were in multi-family dwellings. He said people who rent in these areas expect a safe community for

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them and their family and should not be subjected to property owners who would lease apartments to ghost tenants. Mr. Winters said a ghost tenant would be one that only uses the residence to make and sell drugs, which was the case at 5900 Bridge. He said the Township welcomes landlords as long as they follow the guidelines and building codes of the Township. He said the Township works with Habitat and we have seen firsthand when you rehabilitate a home in the community, the home values go up and the neighborhood stabilizes.

Attorney Winters explained how we got involved with Clark East Towers, which had many problems a few years ago with criminal behavior, and the Township was on the verge of revoking their pilot exemption ordinance. He said credit goes to the people who stepped up and re-invested into Clark East Towers and it made a tremendous turn around in that complex. He said that happened because the Township was committed to having affordable senior housing.

Attorney Winters said we are working on constructing the best Skate Park that there is. He said we have received some of the bids that are from national design teams across the country. Mr. Winters said he did not know if it had been decided which team to hire but he understood that all the bids were from design teams that were extremely qualified and very excited to work with us.

Attorney Winters stated that we were still working on the Re-Imagine Washtenaw sidewalk easements. He said we were still waiting on Camelot Apartments but they now have revised their easement in a manner that we believe we can move forward with as long as its' executed timely.

2. OTHER DISCUSSION.....BOARD MEMBERS

Trustee Jarrell Roe wanted to say Happy Teachers Week to all our Educators in our community and Happy Nurses Week to all our Nurses in our community.

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Trustee Ross-Williams stated that West Willow Park was featured in the SEMCOG video for the Parks and Recreation Regional Master plan for the Safe Paths to School Grants. She said they did a nice aerial view of West Willow Park. She also stated there was a homebuyer's seminar this past weekend and over 40 people participated in it. She said they gave out information regarding purchasing homes in our area as well as Washtenaw County. Ms. Ross-Williams said Pete Murdock had passed away and she was praying for his family. Work Session ended at approximately 6:46 PM.

Respectfully Submitted,

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

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Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Supervisor Stumbo asked to remember Pete Murdock's family in your prayers.

Members Present: Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe,
Trustees: Stan Eldridge, Heather Jarrell Roe
Jimmie Wilson, Jr., and Monica Ross-Williams

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Arloa Kaiser, Township Resident requested that the organized runs that roads are closed for in the Township should have to designate what charity they are raising funds for.

Norman Andreson, Township Resident stated he has been representing Ypsilanti Township on the Huron River Watershed Counsel since 2008. He said he is moving out of Ypsilanti Township next year and the Township would need someone to replace him.

Supervisor Stumbo thanked Mr. Andreson for his service.

JoAnn McCollum, Township Resident stated she felt offended by Trustee Jarrell Roe's comment when she said that people needed to be educated about the marijuana ordinance. Ms. McCollum said she was African American and lives in a predominate African American community and she said she deals with marijuana every day. She says they have struggles with drugs and teens and she feels no matter how much education she gets it will not change that. Ms. McCollum read an article regarding not having dispensaries near schools stating it would be hard to keep it away from children no matter where the dispensary was located. She said she does not want marijuana dispensaries in Ypsilanti Township. She said if it was medical marijuana it should be dispensed from physicians. Ms. McCollum thanked the board for taking time to look at this and find the best way possible to protect the community.

Jeffrey Tate, Township Resident stated he went to high school in the 60's and marijuana was not prevalent. He said he was shocked when he found out how young people were when they began to smoke marijuana. He said he does not condone it. He said medical marijuana facilities are highly regulated but people will still get it on the streets. He said he agrees that marijuana facilities should not be near schools.

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Robert Harrison, Township Resident stated that marijuana was not good for children and he was concerned that if anyone could get it he feared that it would be easier for children to get it. He said he would like to keep it out of his neighborhood.

Tyrone Bridges, Township Resident stated that 68% of the residents in Washtenaw County supported the Marijuana Act. He said he felt we should be siding with the voters and not with the opposition. He said he would prefer to come up with options with regulations and not with the ban. He said yesterday a 15-year-old child was killed in broad daylight at a liquor store, not at a marijuana dispensary. He said when medical marijuana dispensaries were allowed to open the black market expanded. Mr. Bridges said why should we ban dispensaries that are regulated by the State but let these corner stores sell synthetic marijuana to kids on their way to school. He said that if you had residents that had property where they could grow marijuana and they were a minority, it would help their income tremendously. He said we need to think out of the box. He said medical marijuana has great benefits for people. He said if something big happens with marijuana like what happened with automation you would hate to miss out on it because you banned it. Mr. Bridges said you don't have to listen to hear, just listen to 68% of the voters.

Denise Kirchoff, Township Resident stated that the board was elected to do a job. She said she didn't care what your personal beliefs are. She said she believes in medical marijuana and recreational marijuana. Ms. Kirchoff stated the voters have spoken, do your job. She said she does not know why the Board wasn't able to do this but she was part of a group that were able to talk with a coalition from Colorado and Washington. She said she had sent an email to them stating when they were around she would like to listen to them. She said they sent her an email and told her when and where they would be so she could attend. Ms. Kirchoff said she is just a resident and she found out how to speak with the Zoning Director for Colorado regarding the process for zoning marijuana in small communities like ours. She said the homeless population did increase but only because they could not keep up with the demand for housing since people were moving there for the jobs. She said welfare rolls dropped 75%. She said there would always be that kid that will smoke, drink, and will do bad things but you cannot say because we have marijuana that every kid in Washtenaw County will be stealing and they will get an adult to buy their marijuana. She said it should not matter whether she agrees with recreational marijuana or not but there is one thing that does matter, when a person in this country votes and they make a decision you do not have the right to say we know what is best for you. She said there was a solid message, do what your community voted you to do.

Jeff Tate, Township Resident stated we have a problem in this community with cigarettes and liquor.

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CONSENT AGENDA

A. MINUTES OF THE APRIL 16, 2019 WORK SESSION, CLOSED SESSION AND REGULAR MEETING.

B. STATEMENTS AND CHECKS

1. STATEMENTS AND CHECKS FOR MAY 7, 2019 IN THE AMOUNT OF \$764,608.57

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve the Consent Agenda.

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

OLD BUSINESS

1. 2ND READING OF RESOLUTION 2019-20, PROPOSED ORDINANCE 2019-484 PROHIBITION OF RECREATIONAL MARIJUANA ESTABLISHMENT (1ST READING HELD AT THE APRIL 2, 2019 REGULAR MEETING)

A motion was made by Clerk Lovejoy Roe, supported by Trustee Ross-Williams to Approve the 2nd Reading of Resolution 2019-20, Proposed Ordinance 2019-484 Prohibition of Recreational Marijuana Establishment (see attached).

Trustee Wilson stated that he agreed with Trustee Jarrell Roe to look into what she said Grand Rapids was doing, by being progressive and suggesting that licensees would get preferential treatment in obtaining a license if they were also vested in our community.

Trustee Wilson stated that those who were interested in Recreational Marijuana need to be aware that there was more than just retail sales. He said there were growers, transporters, safety compliance, and processors. He said showing support was not just for dispensaries. He said he voted in favor of this for the criminal justice reform aspect of the proposal.

Trustee Wilson stated for those who are against recreational marijuana to put it into prospective; think of medical marijuana as a CVS where you go to get your prescriptions and think of recreational as your over the counter medicine. He said he would like residents to be open minded when they think of those two.

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Trustee Wilson stated he knew some voters who voted for it but they would not use marijuana but they knew there were financial benefits from this law.

Trustee Eldridge stated that he has been on the planning commission for 14 years and they regulate and zone every type of business. He said there were zoning requirements for every business. He said someone would be wrong if they thought he was for or against a particular issue just because he was asking for it to be zoned like every other business in the Township. He said all he is voting for is an ordinance that says we are going to zone this type of business as we zone every other type of business. He said we were doing the job we were elected to do by taking our time to make sure we zone correctly just as the state is doing in Lansing.

Trustee Ross-Williams referenced an article from Andrew Bresli, Executive Director of The Michigan Marijuana Regulatory Agency. She said it states they are working on the rules and regulations. She said Mr. Bresli states that they have a year to take applications for those facilities. She said that he said they expect to release the first round of emergency rules by June 2019 and would begin taking applications about three months later. She said that he said the purpose for the delay was they would want communities to have time to determine their approaches to their ordinances. She said the Proposal that was passed stated it would create a state licensing system for marijuana businesses and allow municipalities to ban or restrict them.

Jo Ann McCollum, Township Resident stated the dispensaries do not belong in Ypsilanti Township. She thanked the Board for making decisions based on what you believe is best for our community.

Arloa Kaiser, Township Resident stated that you cannot please everyone but she was thankful the Board was considering all avenues before making a final decision.

Clerk Lovejoy Roe stated that some of the discussion was that people who voted no were not educated. She said she does not believe that to be true. She said people have their own value system and being judgmental about why people voted one way or another is a path we should not go down. She said the one thing we do not know is how the State of Michigan is going to regulate it so that is why the board may choose to delay decisions until those rules were made public. She said zoning is a big issue especially with growing facilities. She said she feels these facilities will have a bigger impact on a community than retail.

Christina Reeves, Township Resident stated that when the board decides to process applications for these businesses you should consider residents of the township especially minority residents who apply before applicants from communities outside the township.

Trustee Ross-Williams stated that voters have been called ignorant and she wanted it on the record that there were no ignorant voters no matter how they voted.

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Clerk Lovejoy Roe read emails she had received on the issue and said she would include them in the minutes (see attached).

| | | | | | |
|-------------|-----|----------|-----|---------------|-----|
| Jarrell Roe | Yes | Eldridge | Yes | Ross-Williams | Yes |
| Lovejoy Roe | Yes | Stumbo | Yes | Doe | Yes |
| Wilson | No | | | | |

The motion carried.

NEW BUSINESS

- 1. 1st READING OF RESOLUTION 2019-06, PROPOSED ORDINANCE 2019-486, AN ORDINANCE AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve 1ST Reading of Resolution 2019-06, Proposed Ordinance 2019-486, an Ordinance Amending Article XXVII of the Zoning Ordinance to add the Conditional Rezoning Text Amendments (see attached).

| | | | | | |
|-------------|-----|----------|-----|---------------|-----|
| Jarrell Roe | Yes | Eldridge | Yes | Ross-Williams | Yes |
| Lovejoy Roe | Yes | Stumbo | Yes | Doe | Yes |
| Wilson | Yes | | | | |

The motion carried unanimously.

- 2. REQUEST OF LIGHTSPEED COMMUNICATIONS, LLC TO ASSIGN AND TRANSFER THEIR METRO ACT PERMIT TO METRO FIBERNET, LLC**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Request of Lightspeed Communications, LLC to Assign and Transfer Their Metro Act permit to Metro Fibernet, LLC.

Supervisor Stumbo stated in the future she would like them to attend the meeting and would like the issues with the work sites be included in a letter to them.

The motion carried unanimously.

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- 3. REQUEST TO APPROVE SECOND AGREEMENT WITH THE WASHTENAW COUNTY ROAD COMMISSION FOR LOCAL ROAD IMPROVEMENTS IN THE AMOUNT OF \$304,356.93 TO BE BUDGETED IN LINE ITEM #101-466-000-818-022 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Treasurer Doe, supported by Trustee Ross-Williams to Approve Second Agreement with the Washtenaw County Road Commission for Local Road Improvements in the Amount of \$304,356.93 to be Budgeted in Line Item #101-466-000-818-022 Contingent Upon Approval of the Budget Amendment (see attached).

The motion carried unanimously.

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 1594 ANDREA ST. AND 1499 GROVE RD. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 1594 Andrea St. and 1499 Grove Rd. in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION TO ABATE PUBLIC NUISANCE DRUG HOUSES BY PADLOCKING LOCATED AT 5900 BRIDGE RD. #408 AND 418 VILLA DR. IN THE AMOUNT OF \$20,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Ross-Williams, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director to Seek Legal Action to Abate Public Nuisance Drug Houses by Padlocking Located at 5900 Bridge Rd. #408 and 418 Villa Drive in the Amount of \$20,000.00 Budgeted in Line Item #101-950-000-801-023.

The motion carried unanimously.

- 6. REQUEST TO ADOPT A RECOMMENDED NATIVE PLANT SPECIES LIST**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Request to Adopt a Recommended Native Plant Species List.

The motion carried unanimously.

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7. RESOLUTION 2019-21, TEMPORARY ROAD CLOSURE REQUEST FOR OBERUN 5K ON JUNE 21, 2019

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve Resolution 2019-21, Temporary Road Closure Request for Oberun 5K on June 21, 2019 (see attached).

The motion carried unanimously.

8. RESOLUTION 2019-22, TEMPORARY ROAD CLOSURE REQUEST FOR "RUN SCREAM RUN" 5k, 10k, AND KID'S MILE RUN ON OCTOBER 12, 2019

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Approve Resolution 2019-22, Temporary Road Closure Request for "Run Scream Run" 5k, 10k, and Kid's Mile Run on October 12, 2019 (see attached).

Trustee Jarrell Roe asked if we could find out what Charity was the recipient for this "Run".

The motion carried unanimously.

9. REQUEST TO APPROVE AMENDMENT TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT DATED FEBRUARY 19, 2019 CR #51312 FOR 1150 MIDWAY

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Amendment to the Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement dated February 19, 2019 CR #51312 for 1150 Midway (see attached).

The motion carried unanimously.

10. BUDGET AMENDMENT #8

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Budget Amendment #8 (see attached).

The motion carried unanimously.

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AUTHORIZATION AND BIDS

- 1. REQUEST OF MIKE SARANEN, HYDRO OPERATIONS FOR APPROVAL TO WAIVE THE FINANCIAL POLICY AND PURCHASE A NEW RAM 1500 PICK UP FROM VANDYKE DODGE RAM IN THE AMOUNT OF \$20,754.00 TO BE BUDGETED IN LINE ITEM #595-595-000-985-000 CONTINGENT UPON APPROVAL OF THE BUDGET AMENDMENT**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Mike Saranen, Hydro Operations for Approval to Waive the Financial Policy and Purchase a New Ram 1500 Pick Up from Vandyke Dodge Ram in the Amount of \$20,754.00 to be Budgeted in Line Item #595-595-000-985-000 Contingent upon Approval of the Budget Amendment.

The motion carried unanimously.

A motion was made by Treasurer Doe, supported by Trustee Jarrell Roe to Adjourn.

The meeting was adjourned at approximately 8:12PM.

Respectfully Submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

RESOLUTION 2019-20
(In Reference to Ordinance 2019-484)

Prohibition
Of Recreational Marihuana Establishments

Whereas, in November of 2018, Michigan voters approved the legalization of recreational marihuana hereinafter referred to as the **2018 Michigan Regulation and Taxation of Marihuana Act**, and

Whereas, prior to the approval of the **2018 Michigan Regulation and Taxation of Marihuana Act** Michigan voters and the Michigan legislature approved two (2) separate and independent statutes which govern medical marihuana only, to-wit: the **Michigan Medical Marihuana Act, Initiated Law 1 of 2008** legalizing medical marihuana and the **Michigan Medical Marihuana Facilities Licensing Act of 2016**; and

Whereas, proposed Township Ordinance 2019-484 entitled **Prohibition of Recreational Marihuana Establishments** applies only to commercial recreational marihuana businesses authorized by the **2018 Michigan Regulation and Taxation of Marihuana Act**, and

Whereas, proposed Township Ordinance 2019-484 does not affect medical marihuana patients' rights or medical marihuana caregivers' rights under the **2008 Medical Marihuana Ballot Initiative**, including an individual medical marihuana patient's right to grow up to twelve (12) marihuana plants for personal use or a medical marihuana caregivers right to grow up to seventy-two (72) plants for their patients and themselves, and;

Whereas, the focal point of proposed Township Ordinance 2019-484 concerns potential recreational marihuana businesses that could be located within the boundaries of the Charter Township of Ypsilanti ; and

Whereas, under the **2018 Michigan Regulation and Taxation of Marihuana Act**, a recreational marihuana business includes a number of different types of commercial enterprises which are as follows:

- (1) Recreational marihuana growers and sellers of up to 2,000 marihuana plants;
- (2) Recreational marihuana safety compliance facilities (defined as testing facilities for potency and presence of contaminants);
- (3) Recreational marihuana processors (preparation of marihuana plants by compounding, blending, extracting, and infusing marihuana);
- (4) Recreational marihuana microbusinesses (cultivates, processes, and packages up to 150 marihuana plants); and
- (5) Recreational marihuana retailer (retail sale of marihuana)
- (6) Recreational marihuana transporters (transports marihuana to and from other marihuana establishments); and

Whereas, under the **2018 Michigan Regulation and Taxation of Marihuana Act** the Michigan Department of Licensing and Regulatory Affairs (LARA) is responsible for adopting rules and regulations applicable to commercial recreational marihuana businesses; and

Whereas, LARA's initial meeting regarding the drafting of rules and regulations to govern recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act** was scheduled to convene during the week of **March 25, 2019**; and

Whereas, under Governor Gretchen Whitmer's recent executive order, a new State agency is expected to oversee the licensing of recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act** once the governing the rules and regulations have been properly promulgated and approved as required by the Act; and

Whereas, Municipalities have the right, under the **2018 Michigan Regulation and Taxation of Marihuana Act**, to decide whether commercial

recreational marihuana businesses are permitted within their communities and if they are permitted, the type or types of businesses so allowed, the zoning districts in which said businesses would be permitted as well as the enactment of other local regulations and requirements that would be deemed to be in the best interests of the community; and

Whereas, before the Ypsilanti Township Board of Trustees can consider the salient issues of whether commercial recreational marihuana businesses are in the best interests of the Township, and if so, the types of businesses that may be suited to the Township based upon the zoning district(s) for such businesses and whether other local regulations and requirements should be adopted, the Township Board needs to be fully apprised prior thereto of all of the rules and regulations that will be promulgated and adopted by LARA governing commercial recreational marihuana businesses pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act**; and

Whereas, pursuant to the **2018 Michigan Regulation and Taxation of Marihuana Act**, if the Township does not adopt an Ordinance prohibiting commercial recreational marihuana businesses, any commercial recreational marihuana business licensed by the State, is automatically allowed to operate within Ypsilanti Township; and

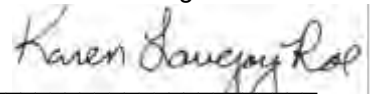
Whereas, in order to avoid a situation where a commercial recreational marihuana business is licensed by the State to operate within the Township, before the Township Board has carefully considered whether to allow the businesses to operate within the Township, the Township Board hereby determines that it is in the best interest of the Township to maintain the status quo until the State of Michigan by and through LARA adopts the required rules and regulations applicable to commercial recreational marihuana businesses so as to allow the Township Board an opportunity to carefully review the same;

Now Therefore,

Be it resolved, that Ordinance No. 2019- 484 prohibiting recreational marihuana establishments (businesses) within Ypsilanti Township as set forth in

the **2018 Michigan Regulation and Taxation of Marihuana Act** is hereby adopted by reference.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-20 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN
ORDINANCE 2019-484

***Prohibition of Recreational Marihuana
Establishments Ordinance***

An ordinance to provide a title for the ordinance; to define words; to prohibit marihuana establishments within the boundaries of the Charter Township of Ypsilanti pursuant to ***Initiated Law 1 of 2018, MCL 333.27951 et seq*** as may be amended; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict therewith; and to provide an effective date.

CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW, STATE OF MICHIGAN

ORDAINS:

Section I
Title

This ordinance shall be known as and be cited as the Charter Township of Ypsilanti Prohibition of Marihuana Establishments Ordinance.

Section II
Definitions

Words used herein shall have the definitions as provided for in ***Initiated Law 1 of 2018, MCL 333.27951 et seq***, as may be amended.

Section III
No Marihuana Establishments

The Charter Township of Ypsilanti hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to ***Initiated Law 1 of 2018, MCL 333.27951 et seq*** as may be amended.

Section IV
Violations and Penalties

1. Any person who disobeys, neglects or refuses to comply with any provision of this ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than One Hundred and No/100 (\$100.00) Dollars nor more than Five Hundred and No/100 (\$500.00) Dollars, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.
3. Each day during which any violation continues shall be deemed a separate offense.
4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or such other person(s) as designated by the Township Board from time to time.

Section V
Severability

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a Court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.


Section VI
Repeal

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

Section VII
Effective Date

This ordinance shall become effective upon publication in a newspaper of general circulation as required by law. This ordinance shall cease effect on June 30, 2020.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify adoption of Ordinance No. 2018-484 by the Charter Township of Ypsilanti Board of Trustees assembled at a Regular Meeting held on May 7, 2019 after first being introduced at a Regular Meeting held on April 2, 2019. The motion to approve was made by member Roe and seconded by Ross Williams YES: Stumbo, Roe, Doe, Eldridge, Jarrell Roe, Ross Williams ABSENT: Wilson NO: None ABSTAIN: None.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

Published: Thursday, May 16, 2019

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION 2019-06 (In Reference to Ordinance 2019-486)

AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS

Whereas, Section 3405 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended, authorizes a property owner, or their authorized representative, to voluntarily offer conditions to the rezoning of their property as a means to provide a voluntary mechanism for an applicant to self-limit their request; and

Whereas, the Township Planning Consultants recommended updates to the zoning ordinance to specify the process and circumstances for conditional rezonings under the Michigan Zoning Enabling Act; and

Whereas, the Township Planning Consultants have recommended amendments to the Charter Township of Ypsilanti's (Township) Planning Commission (Commission) to the Township's Zoning Code; and

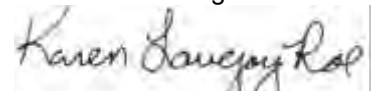
Whereas, at its regularly scheduled meeting held April 9, 2019, the Commission recommended approval of the Planning Consultant's proposed amendments to the Township's Zoning Code to the Township Board to update Article XXVII – Changes and Amendments to specify the process and circumstances for conditional rezonings,

Whereas, proposed Ordinance No. 2019-486 has revised the current existing Ordinance in such a fashion as to incorporate the above changes recommended; and

Whereas, the Charter Township of Ypsilanti Board of Trustees (Board) agrees with the request of the Planning Commission;

Now Therefore, Be it resolved, that the Charter Township of Ypsilanti Board of Trustees does hereby approve Ordinance No. 2019-486 as attached, by amending Article XXVII of the Township's Zoning Code as noted, replacing it with proposed Ordinance No. 2019-486, which ordinance reflects the suggestions and input of the Township's Planning Consultant as recommended by the Commission.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-06 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

PROPOSED ORDINANCE 2019-486

AN ORDINANCE AMENDING ARTICLE XXVII OF THE ZONING ORDINANCE TO ADD THE CONDITIONAL REZONING TEXT AMENDMENTS

The Charter Township of Ypsilanti hereby ordains that the Ypsilanti Township Zoning Code, adopted May 18, 1994, shall be amended as follows:

SECTION 1. AMENDMENT TO TOWNSHIP ZONING ORDINANCE ARTICLE XXVII:

Township Zoning Ordinance Article XXVII, "Changes and Amendments" by amending Section 2701 "Initiation of amendments", and adding Section 2705 "Conditional amendment of the official zoning map", as follows:

Sec. 2701. - Sec. 2701. - Initiation of amendments:

The township board may from time to time, on recommendation from the planning commission, amend, supplement or change the district boundaries or the regulations herein, or subsequently established herein. Amendments to the provisions of this ordinance (i.e. ordinance text amendment) may be initiated by the township board, the planning commission or by petition from one or more residents or property owners of the township. An amendment to the official zoning map (i.e. rezoning) may be initiated by the township board, the planning commission or by the owner or owners of the property that is the subject of the proposed amendment. All proposed amendments to the provisions of this ordinance or the official zoning map shall be referred to the planning commission for public hearing and recommendation to the township board, prior to consideration thereof by the township board pursuant to the authority and procedure established in Act. No. 184 of the Public Acts of Michigan of 1943 (MCL 125.271 et seq.) Act No. 110 of the Public Acts of Michigan of 2006 (MCL 125.3101 et seq.), as amended.

Sec. 2705. – Conditional amendment of the official zoning map:

The Township Board shall have the authority to place conditions on an amendment to the official zoning map, commonly referred to as a conditional rezoning, provided the conditions have been voluntarily offered in writing by the applicant and are acceptable to the Township Board. In exercising its authority to consider a conditional rezoning, the Township is also authorized to impose the following limitations:

- (a) An owner of land may voluntarily offer written conditions relating to the use and/or development of land for which a conditional rezoning is requested. This offer may be made either at the time the application for conditional rezoning is filed, or additional conditions may be offered at a later time during the conditional rezoning process as set forth below.
 - (1) The owner's offer of conditions may not authorize uses or developments not permitted in the requested zoning district. The owner's offer of conditions shall bear a reasonable and rational relationship to the property for which the conditional rezoning is requested.
 - (2) A conditional rezoning that would also require approval of a conditional use, variance or site plan under the terms of this ordinance shall not be effective until approval for a conditional use, variance or site plan is ultimately granted in accordance with the provisions of this ordinance.
- (b) The offer of conditions may be amended during the process of conditional rezoning consideration, provided that any amended or additional conditions are entered voluntarily by the owner and confirmed in writing. An owner may withdraw in writing all or part of its offer of conditions any time prior to final rezoning action of the Township Board, provided that, if such withdrawal occurs subsequent to the Planning Commission's public hearing on the original rezoning request, then the

rezoning application shall be referred back to the Planning Commission for a new public hearing with appropriate notice and a new recommendation.

- (c) The procedure for consideration of Conditional Rezoning request by the Planning Commission and Township Board shall be the same as provided in Section 2702 for all other requests for amendments to the official zoning map. The following additional information shall also be required:
 - (1) A Conditional Rezoning request shall be initiated by the submission of a proposed Conditional Rezoning Agreement. A Conditional Rezoning Agreement shall include the following:
 - a. A written statement prepared by the applicant that confirms the Conditional Rezoning Agreement was proposed by the applicant and entered into voluntarily.
 - b. A written statement prepared by the applicant that confirms that the property shall not be used or developed in a manner that is inconsistent with conditions placed on the rezoning.
 - c. A list of conditions proposed by the applicant.
 - d. A time frame for completing the proposed improvements.
 - e. A legal description of the land.
 - f. A Sketch Plan in sufficient detail to illustrate any specific conditions proposed by the applicant.
 - (2) The Notice of Public Hearing on a Conditional Rezoning request shall include a general description of the proposed agreement being considered. A review of the proposed agreement shall be conducted at the public hearing.
 - (3) A Conditional Rezoning may be approved upon the criteria set forth in Sec. 2704 and a finding and determination that all of the following are satisfied:
 - a. The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.
 - b. The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
 - i. A change in Township policy since the Master Plan was adopted.
 - ii. A change in conditions since the Master Plan was adopted.
 - iii. An error in the Master Plan.
 - c. The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.
 - d. The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.
- (d) Upon approval by the Township Board of a Conditional Rezoning request and a Conditional Rezoning Agreement, as provided by this Section, the Zoning Map shall be amended to reflect a new zoning classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement.

- (e) A Conditional Rezoning Approval shall expire following a period of time from the effective date of the rezoning established by the Township Board, unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the Township.
- (1) In the event the conditional rezoning expires, the rezoning and the Conditional Rezoning Agreement shall be void and of no effect.
- (2) If the Conditional Rezoning becomes void, no development shall be undertaken and no permits for development shall be issued until such time as a new zoning district classification of the property has become effective as a result of one or both of the following actions that may be taken:
- a. The property owner seeks a new rezoning classification for the property; and/or
- b. The Township initiates a new rezoning request for the property to a reasonable district classification, in accordance with the conventional rezoning procedure.
- (f) Recording. A Conditional Rezoning Approval shall not become effective until the Conditional Rezoning Agreement is recorded with the Washtenaw County Register of Deeds and a certified copy of the Agreement is filed with the Township Clerk.
- (g) Violation of Conditional Rezoning Agreement. If development and/or actions are undertaken on or with respect to the property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of this ordinance and deemed a nuisance per se. In such case, the Township may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the Conditional Rezoning Agreement, the Township may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

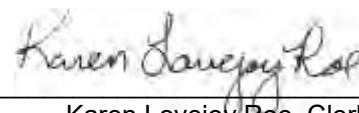
SECTION 3. SEVERABILITY. In the event that any one or more sections, provisions, phrases or words of this ordinance shall be found to be invalid by a Court of competent jurisdiction, such holding shall not affect the validity nor the enforceability of the remaining sections, provisions, phrases or words of this Ordinance unless expressly so determined by a Court of competent jurisdiction.

SECTION 4. PUBLICATION. This ordinance shall be published in a newspaper of general circulation as required by law.

SECTION 5. EFFECTIVE DATE: This ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

SECTION 6. REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2019-486 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on May 7, 2019. The second reading is scheduled to be heard on June 18, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

2019 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

WHEREAS, it is understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described herein. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. **Gault Farms, Nancy Park & Shady Knolls Subdivisions:**

Work to include crack sealing. Roads to include: Coleman Street, Georgina Street, Jay Avenue, Jeffery Street, Juneau Road, Molner Street, Borgstrom Avenue, Levona Street, Janet Avenue, Arthur Street, Shirley Drive, Marcus Avenue, Clarita Street, Evelyn Avenue, Share Avenue, Lester Avenue, Hull Avenue, Gault Drive, and Ruth Avenue.

Estimated project cost: **\$ 76,300.00**

2. **West Willow & Turtle Creek Subdivisions:**

Work to include crack sealing. Roads to include: Mary Catherine Avenue, Chevrolet Avenue, Eileen Street, Carol Ann Avenue, Lori Avenue, Zephyr Street, Studebaker Avenue, Buick Avenue, Jeff Avenue, Desoto Avenue, Nash Avenue, Ravinewood Avenue, Sunnyglen Avenue, Glengrove Avenue, Cedarcliff Avenue, Brooktree Court, Briardale Court, Pineridge Court, and Ponderosa Court.

Estimated project cost: **\$ 43,200.00**

3. **Paint Creek Farms Subdivision:**

Work to include crack sealing. Roads to include: Mapleview Lane, Hickory Ridge Drive, Hickory Ridge Court, Maplehurst Drive, Creekside Circle, Oakridge Drive, Oakbrook Drive, Cottonwood Drive, Oakbrook Court, and Oakhurst Drive.

Estimated project cost: **\$ 36,600.00**

4. **Deauville Parish Subdivision:**

Work to include crack sealing. Roads to include: Rue Deauville, Rue Willette and Rue Vendome.

Estimated project cost: **\$ 18,100.00**

5. **Lay Garden Subdivision:**

Work to include crack sealing. Roads to include: Allen Avenue, Jerome Avenue, Lamay Avenue and Whitman Avenue.

Estimated project cost: **\$ 20,800.00**

6. **Creeside Village West Subdivision:**
Work to include crack sealing. Roads to include: Indigo Lane, Indigo Court, Burdock Street, Amaranth Lane, Loon Hollow Drive, Prairie Street, Lakeway Street, Lakeway Court, Plainview Street, Ringneck Drive, and Wing Street.
Estimated project cost: **\$ 33,200.00**

7. **Whispering Meadows Subdivision:**
Work to include crack sealing. Roads to include: Trillium Drive, Jonquil Lane, Tamarack Lane, Lily Drive, Lupin Court, and Dogwood Street.
Estimated project cost: **\$ 10,500.00**

8. **Partridge Creek North Subdivision:**
Work to include crack sealing. Roads to include: Eagle Trace Court, Eagle Trace Drive, Creek Bend Drive, Breezewood Court, Pebblestone Drive, Eden Court, Reflection Court, Mapledale Drive, Hummingbird Court, Hummingbird Drive, Blue Jay Drive, Woodpecker Court, Sofia Drive and Thornhill Drive.
Estimated project cost: **\$ 38,500.00**

9. **Edison Avenue, Packard Road to Burns Avenue:**
Work to include milling the existing pavement, the placement of 2" HMA resurfacing and HMA wing curbing, structure adjustments, and associated project restoration.
Estimated project cost: **\$ 83,900.00**

AGREEMENT SUMMARY

| | |
|--|------------------------------------|
| 2019 LOCAL ROAD PROGRAM | |
| Gault Farms, Nancy Park & Shady Knolls Subdivisions | \$ 76,300.00 |
| West Willow & Turtle Creek Subdivisions | \$ 43,200.00 |
| Paint Creek Farms Subdivision | \$ 36,600.00 |
| Deauville Parish Subdivision | \$ 18,100.00 |
| Lay Garden Subdivision | \$ 20,800.00 |
| Creeside Village West Subdivision | \$ 33,200.00 |
| Whispering Meadows Subidvision | \$ 10,500.00 |
| Partridge Creek North Subdivision | \$ 38,500.00 |
| Edison Avenue | <u>\$ 83,900.00</u> |
| Subtotal | \$361,100.00 |
| Less WCRC 2019 Conventional Matching Funds | \$ 56,743.07 |
| ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2019: | <u>\$304,356.93</u> |

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor *May 8, 2019*

Lisa K Starfield
Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk *May 8, 2019*

Lisa K Starfield
Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-21

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

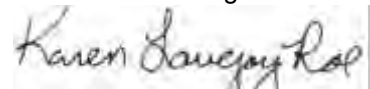
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard to enter Rolling Hills on Friday, June 21, 2019 from 6:30 p.m. to 7:15 p.m. for the Oberun 5K to benefit Karen's Trail/Friends of the Border to Border Trail.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-21 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-22

RESOLUTION REGARDING TEMPORARY ROAD CLOSURE

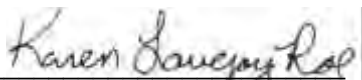
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 12, 2019 from 8:30a.m. to 10:30a.m. for the Run Scream Run 5K, 10K and Kid's Mile.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, owner R.F. Events be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on May 7, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti



OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

415 W. Michigan Avenue
Ypsilanti, MI 48197

734.544.6748 (P)
734.544.6749 (F)

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facebook.com/washtenawoced
www.opportunitywashtenaw.org

May 2, 2019

CR # 51312-1

Brenda Stumbo
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Ms. Stumbo,

Washtenaw County wishes to amend the contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County Brownfield Authority and the Charter Township of Ypsilanti dated February 19, 2019 and CR # 51312 as follows:

Amend Recitals, D. as follows:

- D. At the March 7, 2019 meeting, the Authority approved \$2,150 grant to conduct eligible Department Specific Activities, and subsequently increased that award to \$8,435 at the May 2, 2019 meeting, for the property known as 1150 Midway Road, Tax ID# K-11-02-285-001, Ypsilanti, MI 48197 (the "Property").

Amend TERMS AND CONDITIONS, 1. as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$8,435, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the AKT Peerless proposal No. PF-23909 dated February 5, 2019, and April 22, 2019, both sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.

Amend TERMS AND CONDITIONS, 6. as follows:

6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$8,435.



OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

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facebook.com/washtenawoced
www.opportunitywashtenaw.org

All other terms and conditions remain the same as in the original contract.

ATTEST:

Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY BROWNFIELD AUTHORITY

Trevor Woollatt 05/02/2019
Trevor Woollatt (DATE)
Brownfield Authority Vice-Chair

APPROVED AS TO FORM:

Curtis Hedger (DATE)
Corporation Counsel

Charter Township of Ypsilanti

Brenda Stumbo May 8, 2019
Brenda Stumbo, Supervisor (DATE)

Charter Township of Ypsilanti

Karen Lovejoy Roe May 8, 2019
Karen Lovejoy Roe, Clerk (DATE)

cc: File

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #8**

May 7, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$304,357.00

Request to increase the budget for Washtenaw County Road 2nd Agreement for road improvement at; Gault Farms, Nancy Park & Shady Knolls subs; West Willow & Turtle Creek Subs; Paint Creek Farms Sub; Deauville Parish Sub; Lay Garden Sub; Creekside Village West Sub; Whispering Meadows Sub; Partridge Creek North Sub; and Edison Ave, Packard Road to Burns Avenue. The total road improvement project is \$361,100 with outside matching funds of \$56,743.07 making the estimated Township expense of \$304,356.93. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|----------------------|--------------------------------|-------------------------|---------------------|
| Revenues: | Prior Year Fund Balance | 101-000-000-699.000 | \$304,357.00 |
| | | Net Revenues | <u>\$304,357.00</u> |
| Expenditures: | Highway & ST-Road Construction | 101-446-000-818.022 | \$304,357.00 |
| | | Net Expenditures | <u>\$304,357.00</u> |

595 - MOTOR POOL FUND

Total Increase \$20,745.00

Request to increase the budget for the purchase of a new 2019 Dodge Ram pick up truck for the Hydro Department from the Motor Pool Fund. The lowest quote for a pick up truck came from VanDyke Ram in the amount of \$20,745. The Hydro Fund will be paying the motor pool back over a 5 year period. The purchase will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|----------------------|-------------------------|-------------------------|--------------------|
| Revenues: | Prior Year Fund Balance | 595-000-000-699.000 | \$20,745.00 |
| | | Net Revenues | <u>\$20,745.00</u> |
| Expenditures: | Capital Outlay/Vehicles | 595-595-000-985.000 | \$20,745.00 |
| | | Net Expenditures | <u>\$20,745.00</u> |

Motion to Amend the 2019 Budget (#8)

Move to increase the General Fund budget by \$304,357 to \$10,038,146 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$20,745 to \$284,642 and approve the department line item changes as outlined.



Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON

ACCOUNTING DEPT

7200 S. Huron River Drive
 Ypsilanti, MI 48197
 Phone: (734) 484-3702
 Fax: (734) 484-5154

Charter Township of Ypsilanti

STATEMENTS AND CHECKS

MAY 21, 2019 BOARD MEETING

| | | |
|---------------------------|----|-------------------|
| ACCOUNTS PAYABLE CHECKS - | \$ | 760,503.51 |
| HAND CHECKS - | \$ | 58,602.84 |
| CREDIT CARD PURCHASES- | \$ | <u>6,532.03</u> |
| GRAND TOTAL - | \$ | 825,638.38 |

Clarity Health Care Deductible –

| | | |
|-------------|----|-------------------|
| ACH EFT - | \$ | 60,984.67 (APRIL) |
| ADMIN FEE - | \$ | 1,106.00 (MARCH) |

| Check Date | Check | Vendor Name | Amount |
|------------|-------|-------------|--------|
|------------|-------|-------------|--------|

HAND CHECKS

Bank AP AP

| | | | |
|------------|--------|---------------------------|-----------|
| 05/03/2019 | 181916 | COMCAST CABLE | 106.85 |
| 05/03/2019 | 181917 | COMCAST CABLE | 136.85 |
| 05/03/2019 | 181918 | DTE ENERGY | 10,556.23 |
| 05/03/2019 | 181919 | SME | 5,500.00 |
| 05/03/2019 | 181920 | WASTE MANAGEMENT | 46.28 |
| 05/03/2019 | 181921 | WASTE MANAGEMENT | 143.56 |
| 05/03/2019 | 181922 | WASTE MANAGEMENT | 750.00 |
| 05/03/2019 | 181923 | WINDSTREAM | 433.07 |
| 05/09/2019 | 181924 | COMCAST ONLINE-COMMERCIAL | 40,930.00 |

AP TOTALS:

| | |
|---------------------------|-----------|
| Total of 9 Checks: | 58,602.84 |
| Less 0 Void Checks: | 0.00 |
| Total of 9 Disbursements: | 58,602.84 |

A/P checks

| Check Date | Check | Vendor Name | Amount |
|------------|--------|----------------------------------|------------|
| Bank AP AP | | | |
| 05/21/2019 | 181925 | A & R TOTAL CONSTRUCTION, INC. | 425.84 |
| 05/21/2019 | 181926 | AAATA | 281.59 |
| 05/21/2019 | 181927 | ABBAY DOOR | 2,700.00 |
| 05/21/2019 | 181928 | ALL PRO EXERCISE | 3,155.00 |
| 05/21/2019 | 181929 | ALL SEASONS LANDSCAPING CO. | 103.40 |
| 05/21/2019 | 181930 | AMAZON CAPITAL SERVICES | 3,399.55 |
| 05/21/2019 | 181931 | ANN ARBOR CLEANING SUPPLY | 151.42 |
| 05/21/2019 | 181932 | ARCHITECTURAL SYSTEMS GROUP | 4,082.00 |
| 05/21/2019 | 181933 | AUTO VALUE YPSILANTI | 240.41 |
| 05/21/2019 | 181934 | BARR ENGINEERING COMPANY | 6,458.50 |
| 05/21/2019 | 181935 | BENJAMIN DEMOND | 26.00 |
| 05/21/2019 | 181936 | BS & A SOFTWARE | 31,176.00 |
| 05/21/2019 | 181937 | CARMEN FOWLER | 20.00 |
| 05/21/2019 | 181938 | CARTER LUMBER COMPANY | 34.66 |
| 05/21/2019 | 181939 | CASSANDRA KELLY | 30.00 |
| 05/21/2019 | 181940 | CGS, INC. | 950.00 |
| 05/21/2019 | 181941 | CHELSEA LUMBER | 1,041.60 |
| 05/21/2019 | 181942 | CLARK EQUIPMENT COMPANY | 9,866.64 |
| 05/21/2019 | 181943 | CLAUDIA SELENE SETTLE | 280.00 |
| 05/21/2019 | 181944 | COLD CUT KRUISE | 58.80 |
| 05/21/2019 | 181945 | DAN KIMBALL | 110.40 |
| 05/21/2019 | 181946 | EMERGENT HEALTH PARTNERS | 6,447.35 |
| 05/21/2019 | 181947 | FARMER & UNDERWOOD TRUCKING | 1,615.13 |
| 05/21/2019 | 181948 | GOOSEWORKS, LLC | 1,000.00 |
| 05/21/2019 | 181949 | GOVERNMENTAL BUSINESS SYSTEMS | 199.89 |
| 05/21/2019 | 181950 | GOVERNMENTAL CONSULTANT SERVICES | 3,023.50 |
| 05/21/2019 | 181951 | GRAINGER | 571.49 |
| 05/21/2019 | 181952 | HEATHER WITT | 100.00 |
| 05/21/2019 | 181953 | HERC RENTALS INC | 375.00 |
| 05/21/2019 | 181954 | HOME DEPOT | 704.41 |
| 05/21/2019 | 181955 | HOME DEPOT USA | 50.00 |
| 05/21/2019 | 181956 | JOHN DOUGLASS | 525.00 |
| 05/21/2019 | 181957 | JULIA HARDING | 100.00 |
| 05/21/2019 | 181958 | JUMP-A-RAMA | 423.50 |
| 05/21/2019 | 181959 | JW TURF, INC | 340.63 |
| 05/21/2019 | 181960 | LAKAISHA SUTTON | 100.00 |
| 05/21/2019 | 181961 | LAWRENCE HENDRICKS | 30.00 |
| 05/21/2019 | 181962 | LOOKING GOOD LAWNS | 13,348.00 |
| 05/21/2019 | 181963 | LOWE'S | 145.22 |
| 05/21/2019 | 181964 | MARK HAMILTON | 1,750.00 |
| 05/21/2019 | 181965 | MARY ORR | 275.00 |
| 05/21/2019 | 181966 | MAYA EL-AMIN | 20.00 |
| 05/21/2019 | 181967 | MCLAIN AND WINTERS | 132,297.18 |
| 05/21/2019 | 181968 | MICHIGAN CAT | 91.84 |
| 05/21/2019 | 181969 | MICHIGAN LINEN SERVICE, INC. | 1,000.65 |
| 05/21/2019 | 181970 | MICHIGAN RECREATION & PARK | 400.00 |
| 05/21/2019 | 181971 | MILTON ANDREWS | 855.00 |
| 05/21/2019 | 181972 | NAPA AUTO PARTS* | 115.83 |
| 05/21/2019 | 181973 | OFFICE EXPRESS | 327.77 |
| 05/21/2019 | 181974 | ORCHARD, HILTZ & MCCLIMENT INC | 951.50 |
| 05/21/2019 | 181975 | PARK ATHLETIC SUPPLY | 845.00 |
| 05/21/2019 | 181976 | PARKWAY SERVICES, INC. | 805.00 |
| 05/21/2019 | 181977 | PENCHURA, LLC | 314.50 |
| 05/21/2019 | 181978 | PITTSFIELD CHARTER TOWNSHIP | 3,885.00 |
| 05/21/2019 | 181979 | PM TECHNOLOGIES, LLC | 275.00 |
| 05/21/2019 | 181980 | PREMIER SAFETY & SERVICE | 5,632.25 |
| 05/21/2019 | 181981 | PROFESSIONAL TREE SERVICE | 875.00 |
| 05/21/2019 | 181982 | RAND ROBINSON | 90.00 |
| 05/21/2019 | 181983 | RESIDEX, LLC | 2,043.60 |
| 05/21/2019 | 181984 | RICOH USA, INC. | 2,622.19 |
| 05/21/2019 | 181985 | S & S ASSOCIATES, INC | 321.30 |
| 05/21/2019 | 181986 | SAF PLAY SERVICES, INC. | 4,765.00 |
| 05/21/2019 | 181987 | SAM'S CLUB DIRECT | 308.40 |
| 05/21/2019 | 181988 | SHERWIN WILLIAMS COMPANY | 111.48 |
| 05/21/2019 | 181989 | SHRADER TIRE & OIL | 118.78 |
| 05/21/2019 | 181990 | SITEONE LANDSCAPE SUPPLY, LLC | 93.64 |
| 05/21/2019 | 181991 | SPARTAN DISTRIBUTORS | 6,168.83 |
| 05/21/2019 | 181992 | STANTEC | 4,214.94 |
| 05/21/2019 | 181993 | START SMART SPORTS DEVELOPMENT | 472.23 |
| 05/21/2019 | 181994 | STEPHANIE HUMBARGER | 100.00 |
| 05/21/2019 | 181995 | STERICYCLE INC | 211.95 |
| 05/21/2019 | 181996 | SUNSHINE MEDICAL | 477.00 |
| 05/21/2019 | 181997 | TERMINIX PROCESSING CENTER | 56.00 |
| 05/21/2019 | 181998 | TERRY CONDIT | 90.00 |
| 05/21/2019 | 181999 | THERESE FOOTE | 200.90 |
| 05/21/2019 | 182000 | TINA HOTCHKISS | 28.80 |
| 05/21/2019 | 182001 | TINA HOTCHKISS | 404.00 |
| 05/21/2019 | 182002 | TODD BARBER | 1,250.00 |

| Check Date | Check | Vendor Name | Amount |
|------------|--------|----------------------------------|------------|
| 05/21/2019 | 182003 | TRANSUNION RISK & ALTERNATIVE | 75.00 |
| 05/21/2019 | 182004 | U.S. POSTAL SERVICE* | 235.00 |
| 05/21/2019 | 182005 | UNIFIRST CORPORATION | 209.72 |
| 05/21/2019 | 182006 | VAN BUREN SCHOOL DISTRICT | 453.77 |
| 05/21/2019 | 182007 | VISHNU PATCHEAK | 8.00 |
| 05/21/2019 | 182008 | WASHTENAW COMMUNITY COLLEGE# | 1,411.66 |
| 05/21/2019 | 182009 | WASHTENAW COUNTY LEGAL NEWS | 295.00 |
| 05/21/2019 | 182010 | WASHTENAW COUNTY TREASURER | 8,275.45 |
| 05/21/2019 | 182011 | WASHTENAW COUNTY TREASURER | 4,477.50 |
| 05/21/2019 | 182012 | WASHTENAW COUNTY TREASURER# | 468,562.50 |
| 05/21/2019 | 182013 | WASHTENAW INTERMEDIATE | 1,992.75 |
| 05/21/2019 | 182014 | WASHTENAW-LIVINGSTON MEDICAL | 350.00 |
| 05/21/2019 | 182015 | WAYNE ISD | 227.69 |
| 05/21/2019 | 182016 | WISAM HIRZALLAH | 8.00 |
| 05/21/2019 | 182017 | WOLVERINE CRANE | 140.00 |
| 05/21/2019 | 182018 | YPSILANTI ACE HARDWARE | 143.79 |
| 05/21/2019 | 182019 | YPSILANTI COMMUNITY SCHOOLS - WR | 752.36 |
| 05/21/2019 | 182020 | YPSILANTI COMMUNITY SCHOOLS - YP | 443.18 |
| 05/21/2019 | 182021 | YPSILANTI DISTRICT LIBRARY | 3,607.94 |
| 05/21/2019 | 182022 | YPSILANTI TOWNSHIP PETTY CASH | 117.69 |
| 05/21/2019 | 182023 | ZAID HIRZALLAH | 8.00 |
| 05/21/2019 | 182024 | ZEP SALES & SERVICE | 152.02 |

AP TOTALS:

| | |
|-----------------------------|------------|
| Total of 100 Checks: | 760,503.51 |
| Less 0 Void Checks: | 0.00 |
| Total of 100 Disbursements: | 760,503.51 |

Check Date Check Vendor Name Description *CREDIT CARDS* Amount

Bank CARDS COMERICA COMMERICAL CARD

| | | | | |
|------------|-------|---------------|--|-----------------|
| 05/15/2019 | 44(E) | COMERICA BANK | PASSPORT POSTAGE WEEK OF 3-29-19 | 241.20 |
| | | | PASSPORT POSTAGE WEEK OF 4-1-19 | 182.85 |
| | | | PASSPORT POSTAGE FOR WEEK OF 4-8-19 | 106.35 |
| | | | PASSPORT POSTAGE FOR WEEK OF 4-15-19 | 69.60 |
| | | | PASSPORT POSTAGE FOR WEEK OF 4-22-19 | 80.40 |
| | | | PASSPORT POSTAGE FOR WEEK OF 4-29-19 | 54.90 |
| | | | ASSORTED MENS AND WOMENS POLO SHIRTS FOR | 480.00 |
| | | | 2 TABLES FOR THE GENERATIONAL WORKFORCE | 1,000.00 |
| | | | FILECENTER SOFTWARE | 249.95 |
| | | | ANNUAL LAST PASS RENEWAL | 612.00 |
| | | | FRAMES - BOTTOM BOARD - 10" | 114.00 |
| | | | BEE SUPPLIES | 361.91 |
| | | | EVENTYSENTRY ADD-ON | 1,015.97 |
| | | | JOOMLA PLUG-IN | 40.01 |
| | | | FREEPBX RENEWAL | 477.48 |
| | | | ANNUAL TRELLO SUBSCRIPTION | 719.94 |
| | | | YOUTH DANCE COMPETION FEE (BATON) | 53.00 |
| | | | JOOMLA PLUGIN | 99.00 |
| | | | WATCHFIRE SIGN SOFTWARE UPGRADE | 300.00 |
| | | | MIRROR | 273.47 |
| | | | | <u>6,532.03</u> |

CARDS TOTALS:

| | |
|---------------------------|-----------------|
| Total of 1 Checks: | 6,532.03 |
| Less 0 Void Checks: | 0.00 |
| Total of 1 Disbursements: | <u>6,532.03</u> |

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
APRIL 1, 2019 THROUGH APRIL 30, 2019

| <u>Account Name</u> | <u>Beginning Balance</u> | <u>Cash Receipts</u> | <u>Cash Disbursements</u> | <u>Ending Balance</u> |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 101 - General Fund | 3,804,153.70 | 5,520,538.41 | 2,036,503.45 | 7,288,188.66 |
| 101 - Payroll | 194,315.93 | 674,965.39 | 644,443.92 | 224,837.40 |
| 101 - Willow Run Escrow | 143,916.63 | 118.29 | 0.00 | 144,034.92 |
| 206 - Fire Department | 120,636.91 | 5,767,331.72 | 681,641.15 | 5,206,327.48 |
| 208 - Parks Fund | 30,924.47 | 32.12 | 308.23 | 30,648.36 |
| 212 - Roads/Bike Path/Rec/General Fund | 348,199.58 | 1,209,274.66 | 150,000.00 | 1,407,474.24 |
| 226 - Environmental Services | 816,872.46 | 2,586,918.55 | 217,688.35 | 3,186,102.66 |
| 230 - Recreation | 100,004.44 | 263,380.17 | 153,688.48 | 209,696.13 |
| 236 - 14-B District Court | 235,977.36 | 146,103.25 | 136,463.20 | 245,617.41 |
| 244 - Economic Development | 69,247.52 | 72.68 | 0.00 | 69,320.20 |
| 248 - Rental Inspections | 161,363.72 | 46,652.85 | 31,448.99 | 176,567.58 |
| 249 - Building Department Fund | 1,234,306.69 | 151,108.26 | 67,403.13 | 1,318,011.82 |
| 250 - LDFA Tax | 20,190.24 | 231,300.53 | 0.00 | 251,490.77 |
| 252 - Hydro Station Fund | 413,945.79 | 48,681.24 | 50,681.33 | 411,945.70 |
| 266 - Law Enforcement Fund | 747,250.92 | 7,142,276.77 | 606,262.35 | 7,283,265.34 |
| 398 - LDFA 2006 Bonds | 225,261.91 | 26.36 | 207,000.00 | 18,288.27 |
| 584 - Green Oaks Golf Course | 154,993.59 | 96,709.39 | 110,106.44 | 141,596.54 |
| 590 - Compost Site | 750,920.29 | 36,105.63 | 27,315.81 | 759,710.11 |
| 595 - Motor Pool | 150,205.09 | 65,779.01 | 4,940.51 | 211,043.59 |
| 701 - General Tax Collection | 105,494.44 | 47,435.16 | 17,103.64 | 135,825.96 |
| 703 - Current Tax Collections | 21,128,729.53 | 12,438.17 | 21,079,007.72 | 62,159.98 |
| 707 - Bonds & Escrow/GreenTop | 1,203,582.83 | 486,102.46 | 35,970.70 | 1,653,714.59 |
| 708 - Fire Withholding Bonds | 113,335.35 | 93.16 | 0.00 | 113,428.51 |
| 893 - Nuisance Abatement Fund | 79,041.89 | 11,264.74 | 170.28 | 90,136.35 |
| GRAND TOTAL | <u>32,352,871.28</u> | <u>24,544,708.97</u> | <u>26,258,147.68</u> | <u>30,639,432.56</u> |

ATTORNEY REPORT

GENERAL LEGAL UPDATE

NEW BUSINESS

RESOLUTION 2019-23
RESOLUTION APPROVING CONTRACT
AND AUTHORIZING NOTICE

Charter Township of Ypsilanti
County of Washtenaw, State of Michigan

Minutes of a regular meeting of the Township Board (the “Governing Body”) of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the “Township”), held on the 21st day of May, 2019, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolutions were offered by Member _____ and supported by Member _____:

WHEREAS, it is necessary to acquire and construct certain improvements to the wastewater treatment plant, consisting of improvements to the west tertiary filter pumps and valves and the fluidized bed incinerator system, together with all necessary appurtenances and attachments thereto (the “Project”), to serve the Township and the City of Ypsilanti (the “City”); and

WHEREAS, a contract (the “Contract”) has been prepared among the Township, the City and the Ypsilanti Community Utilities Authority (the “Authority”) whereby the Authority will issue its bonds (the “Bonds”) on behalf of the Township and the City to provide for the financing of cost of the Project; and

WHEREAS, this Governing Body has carefully reviewed the Contract and finds that it provides the best means for accomplishing the Project and for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The Contract is hereby approved and the Supervisor and the Clerk of the Township are hereby authorized and directed to execute and deliver the Contract for and on behalf of the Township; provided, however, that Contract shall not become effective until the expiration of forty-five (45) days after the publication of the attached notice as a display advertisement of at least ¼ page in size in the *Washtenaw Legal News*, a newspaper of general circulation within the Township, which manner of publication is deemed by the Governing Body to be the most effective manner of informing the taxpayers and electors of the Township of the details of the proposed Contract and the rights of referendum thereunder.

2. The Township Clerk is directed to publish the attached notice in the newspaper above designated as soon as possible after the adoption hereof.

3. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are repealed.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a regular meeting held on May 7, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

NOTICE OF INTENT TO EXECUTE
TAX-SUPPORTED CONTRACT AND OF RIGHT TO
PETITION FOR REFERENDUM THEREON

TO THE TAXPAYERS AND ELECTORS OF
THE CHARTER TOWNSHIP OF YPSILANTI,
WASHTENAW COUNTY, MICHIGAN:

PLEASE TAKE NOTICE, the Charter Township of Ypsilanti (the "Township") has approved by resolution the execution of a contract (the "Contract") with the Ypsilanti Community Utilities Authority (the "Authority") and the City of Ypsilanti (the "City") pursuant to Act No. 233, Public Acts of Michigan, 1955, as amended, which Contract provides, among other things, that the Authority will acquire, construct and install certain improvements to the wastewater treatment plant, consisting of improvements to the west tertiary filter pumps and valves and the fluidized bed incinerator system, together with all necessary appurtenances and attachments thereto to service the Township and the City and will issue its bonds in the principal amount not to exceed \$9,500,000 to finance the cost of the acquisition and construction of such wastewater system improvements for the Township and the City AND THE TOWNSHIP WILL PAY TO THE AUTHORITY PURSUANT TO THE CONTRACT THE SUMS NECESSARY TO RETIRE ITS PERCENTAGE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

TOWNSHIP'S CONTRACT OBLIGATIONS

It is presently contemplated that the bonds will be in the principal amount of not to exceed \$9,500,000, of which the Township's "Local Unit Share" (as that term is defined in the Contract and is based on the Township's annual usage of the wastewater system) is initially 75.77%, subject to adjustment annually, will mature serially over a period of not to exceed twenty-five (25) years, and will bear interest at the rate or rates to be determined at the time of sale to the Michigan Finance Authority but in no event to exceed two percent (2.0%) per annum on the balance of the bonds from time to time remaining unpaid. The Contract includes the Township's pledge of its limited tax full faith and credit for the prompt and timely payment of the Township's obligations as expressed in the Contract. THE TOWNSHIP WILL BE REQUIRED TO LEVY AD VALOREM TAXES WITHIN APPLICABLE CONSTITUTIONAL AND STATUTORY TAX LIMITATIONS ON ALL TAXABLE PROPERTY WITHIN THE TOWNSHIP TO THE EXTENT NECESSARY TO MAKE THE PAYMENTS REQUIRED TO PAY ITS SHARE OF THE PRINCIPAL OF AND INTEREST ON THE BONDS IF OTHER FUNDS FOR THAT PURPOSE ARE NOT AVAILABLE. IT IS THE PRESENT INTENT OF THE TOWNSHIP TO USE THE REVENUES FROM THE TOWNSHIP DIVISION OF THE AUTHORITY'S SYSTEM TO MAKE THE PAYMENTS REQUIRED TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

RIGHT OF REFERENDUM

The Contract will become effective and binding upon the Township without vote of the electors as permitted by law unless a petition requesting an election on the question of the Township entering into the Contract, signed by not less than 10% of the registered electors of the Township, is filed with the Township Clerk within forty-five (45) days after publication of this notice. If such petition is filed, the Contract cannot become effective without an approving vote of a majority of electors of the Township qualified to vote and voting on the question. The Contract is on file at the office of the Township Clerk.

This notice is given pursuant to the requirements of Section 8 of Act No. 233, Public Acts of Michigan, 1955, as amended. Further information concerning the details of the Contract and the matters set out in this notice may be secured from the Township Clerk's office.

Karen Lovejoy Roe
Clerk, Charter Township of Ypsilanti



YPSILANTI COMMUNITY UTILITIES AUTHORITY

2777 STATE ROAD
YPSILANTI, MICHIGAN 48198-9112
TELEPHONE: 734-484-4600
WEBSITE: www.ycua.org

April 25, 2019

VIA EMAIL and USPS

CITY OF YPSILANTI
City Council
One South Huron Street
Ypsilanti, Michigan 48197-5400

CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
7200 South Huron Street
Ypsilanti, MI 48198

Re: **YCUA Wastewater Treatment Plant (WWTP) Improvements SRF Bond Sale
Revision to correspondence dated April 18, 2019**

Dear City Council Members and Township Trustees:

This document is to provide background for the proposed YCUA WWTP improvements projects in the City of Ypsilanti and Charter Township of Ypsilanti.

WWTP Incinerator Rehabilitation

The fluidized bed incinerator system was installed as part of the WWTP expansion that was completed during 2006. The incinerator system contains equipment required to meet air emission criteria included in the Authority's Renewable Operating Permit, such as the primary and secondary heat exchangers and Venturi and tray scrubbers, among numerous others.

1. Relevant Design Parameters
 - a. The primary heat exchanger suffered significant failure during 2014. Many of the tubes internal to the vessel used to complete the heat exchange became dislodged and fell. The dislodged tubes were welded back onto the vessel frame. A major portion of the vessel's external steel wall had corroded to the point that it was removed and replaced with new steel. Follow up communication with the primary heat exchanger manufacturer revealed that the design life for heat exchangers can be as short as seven years and usually does not extend longer than 10 years.
 - b. The secondary heat exchanger has not experienced failure on a scale anywhere near that of the primary heat exchanger and will remain in place. Several critical expansion joints will also be replaced.

- c. The Venturi scrubber has experienced multiple failures of the external steel surface due to abrasion occurring as the incinerator ash and gasses pass through the vessel.
 - d. Construction is scheduled in accordance with a 4th quarter SRF loan during the 2018 - 2019 fiscal year.
2. Controlling Factors
 - a. Removal and replacement of all three items requires complete shutdown of the incinerator for an extended period of time. The Authority has successfully installed a lime stabilization system to allow for landfilling of the material while the incinerator is not operational.
 - b. Removal of the building roof is required as that is the only feasible means of removing the existing equipment and introducing replacement equipment to the facility.
3. Sensitive Features - No environmentally-sensitive features will be affected by the proposed work.
4. Mitigation of Environmental Impacts - The contract documents will include the necessary details and language to control dust, noise, and soil erosion and sedimentation. Mitigative measures for impacts other than those related to construction operations are not anticipated to be necessary.

The total project cost is estimated at \$3,743,060 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

WWTP West Tertiary Filters Improvements

Improvements to the existing west tertiary filter pumps and valves at the WWTP are proposed to improve the effectiveness of filtration and achieve greater flexibility in the operation of the facility. The west tertiary filters are comprised of 12 filters. Two clearwells are located below the filters. Two washwater supply pumps and two surface wash pumps are provided for use during the backwash cycle of the filters. The water used during the backwash operation is drained from the filter to the waste backwash water holding tank. Three waste backwash pumps then transfer the contents from backwash water holding tanks to the primary splitting flumes near the headworks of the WWTP.

1. Relevant Design Parameters

- a. The existing tertiary filters in the west portion of the WWTP, which were installed as part of the original wastewater treatment plant construction and have been in operation since 1982, have continued to become increasingly inefficient over the past decade plus. Consequently, during extreme wet weather conditions, YCUA's west tertiary filters become overwhelmed and suffer a setback to fully treat the secondary effluent. In 2018, the Authority's service area experienced frequent excessive rainfall events, causing a partial bypass of the west tertiary filters. During these rain events, YCUA received an excess of 70 mgd., limiting the Authority's ability to fully treat the secondary effluent through tertiary filtration.
- b. The existing tertiary filters in the west portion of the WWTP use a water backwash supplemented by surface wash agitators and use a "dual media" filter bed consisting of separate layers of sand and anthracite coal. The newer tertiary filters in the east portion of the WWTP employ air-water backwash technology and a single component media filter bed.
- c. The filters now must be backwashed multiple times each day compared to once per day throughout most of their earlier years in service. Frequent backwash cycles affect adjacent processes. Frequent backwash cycles lead to excessive loads on the primary treatment process as well as rapid fluctuations in the wet well at the McGregor effluent pump station.
- d. Construction is scheduled in accordance with a 4th quarter SRF loan during the 2018-2019 fiscal year.

2. Controlling Factors

- a. The tertiary filters remove suspended solids from the secondary effluent that were not removed in the final settling tanks. An ineffective filtration process can adversely affect the downstream disinfection process and the quality of the final effluent.
- b. The configuration of the vast majority of the pumps, piping, and valves is the same on both the west and east portions of the WWTP. The significant differences are that slight modifications will be necessary for the air piping on the west side of the plant and the surface washwater pumps and associated piping will no longer be necessary.
- c. Replacement of the existing filter media and technology can be completed without disrupting service to the entire set of 12 tertiary filters in the west portion of the WWTP.

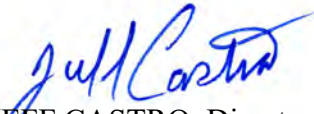
3. Sensitive Features - No environmentally-sensitive features will be affected by the proposed work.
4. Mitigation of Environmental Impacts - The contract documents will include the necessary details and language to control dust, noise, and soil erosion and sedimentation. Mitigative measures for impacts other than those related to construction operations are not anticipated to be necessary.

The total project cost is estimated at \$4,474,060 and is eligible for funding through the State Revolving Fund (SRF) loan program administered by the Michigan Department of Environmental Quality (MDEQ).

The SRF program is a low-interest loan. For these two projects, combined estimated cost of \$8,217,120, the 2% interest loan through the SRF program will save approximately \$80,000 per year on bond payments or \$1.7 million over the duration of the loan compared to a similar bond issue on the open market. This is based on the project cost being paid back over a period of 20 years with the current open market bond interest rate of 3.5%.

If you have any questions please contact me.

Sincerely,



JEFF CASTRO, Director
Ypsilanti Community Utilities Authority

CITY OF YPSILANTI
City Council
CHARTER TOWNSHIP of YPSILANTI
Board of Trustees
April 25, 2019
Page 5

cc: YCUA Board of Commissioners
Ms. Brenda Stumbo
Ms. Karen Lovejoy Roe
Mr. Larry J. Doe
Ms. Tammie Keen
Ms. Lisa Stansfield
Ms. Frances McMullan
Mr. Andrew Hellenga
Mr. Rheagan Basabica
Mr. Paul Stauder
Mr. Tom Colis
Ms. Sylvia Dimov
Mr. Thomas E. Daniels
Mr. Dwayne Harrigan
Ms. Venita Terry
Mr. Scott D. Westover

SRF CONTRACT

THIS SRF CONTRACT, dated as of May 22, 2019, by and among the YPSILANTI COMMUNITY UTILITIES AUTHORITY, a municipal authority and public body corporate of the State of Michigan (hereinafter referred to as the “Authority”), the CHARTER TOWNSHIP OF YPSILANTI (the “Township”) and the CITY OF YPSILANTI (the “City,” together with the Township referred to as the “Local Units”) both located in the County of Washtenaw, Michigan,

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as “Act 233”), for the purposes set forth in Act 233 and the Local Units being constituent members of the Authority; and

WHEREAS, it is immediately necessary and imperative for the public health and welfare of the present and future residents of the Local Units to acquire and construct certain improvements to the wastewater treatment plant, consisting of improvements to the west tertiary filter pumps and valves and the fluidized bed incinerator system, together with all necessary appurtenances and attachments thereto be acquired and constructed to service the Local Units (the “Project”); and

WHEREAS, plans and an estimate of cost of said improvements have been prepared by the Authority’s consulting engineers (the “Consulting Engineers”), which said estimate of cost totals not to exceed \$9,500,000; and

WHEREAS, each of the Local Units is desirous of having the Authority arrange for the acquisition of said improvements, in order to furnish the residents of each of the Local Units with improved wastewater system services and facilities; and

WHEREAS, the parties hereto have determined that said improvements are essential to the general health, safety and welfare of each of the Local Units; and

WHEREAS, the Authority and the Local Units are each agreeable to the execution of this Contract, by and between themselves, to provide, among other things, for the financing of the cost of the Project; and

WHEREAS, each of the Local Units has approved and authorized the execution of this Contract by resolution of its governing body; and

WHEREAS, this Contract will become effective for each of the Local Units upon expiration of a period of forty-five days following publication by each of the Local Units of its respective notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of the respective Local Unit;

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. The Authority and the Local Units each have previously approved and again approve the establishment of wastewater system improvements in the Local Units under the provisions of Act 233, together with all necessary appurtenances, attachments and rights in land adequate and sufficient to furnish such service to the area of each of the Local Units, as set forth in the plans prepared by the Consulting Engineers.

SECTION 2. The system referred to in Section 1 above is designated as YPSILANTI COMMUNITY UTILITIES AUTHORITY WASTEWATER SYSTEM (City of Ypsilanti and Charter Township of Ypsilanti) (hereinafter sometimes referred to in this Contract as the "System").

SECTION 3. Each of the Local Units hereby consents to the use by the Authority and any parties contracting with the Authority of the public streets, alleys, lands and rights-of-way in each Local Unit for the purpose of performing the Project.

SECTION 4. The System is designed to serve areas in each of the Local Units as described in the plans prepared by the Consulting Engineers and is immediately necessary to protect and preserve the public health; and each Local Unit does, by these presents, consent to the furnishing of such service through the System pursuant to Section 8 hereof, to the individual users in each Local Unit.

SECTION 5. The Authority and each of the Local Units hereby approve and confirm the plans for the System prepared by the Consulting Engineers and the total estimated cost thereof of not to exceed the sum of \$9,500,000 and the Local Units' combined share thereof (100%) of \$9,500,000. Said cost estimate includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the System, the acquisition of all materials, machinery and necessary equipment, and all engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the System and the financing thereof.

SECTION 6. The Authority will take bids for the construction of the Project and the Authority shall in no event agree to any contract price or prices as will cause the actual cost thereof to exceed the estimated cost as approved in Section 5 of this Contract unless each of the Local Units, by resolution of its legislative body, (a) approves said increased total cost, and (b) agrees to pay such prorated excess over the estimated cost, either in cash or by specifically authorizing the maximum principal amount of bonds to be issued, as provided in Sections 10 and 16 of this Contract, to be increased to an amount which will provide sufficient funds to meet said increased cost, and approves a similar increase in the installment obligations of each Local Unit, if any, pledged under the terms of this Contract to the payment of such bonds.

SECTION 7. The Project shall be constructed by the Authority substantially in accordance with the plans and specifications therefor approved by this Contract. All matters relating to engineering plans and specifications, together with the making and letting of final construction contracts, the approval of work and materials thereunder, and construction supervision, shall be in the control of the Authority. All acquisition of sites and rights-of-way shall be done by the Authority. Each Local Unit's share of the costs of such acquisition shall be paid from bond proceeds and, in addition, any costs incurred by any Local Units in connection with the acquisition

or construction of the System, including engineering expenses, shall be promptly reimbursed to the Local Unit by the Authority from the proceeds of Authority Bonds.

SECTION 8. The System shall be retained, maintained and operated by the Authority. The parties hereto agree that the System shall be improved upon, operated, administered and maintained for the sole use and benefit of the Local Units and their respective users, including contract customers.

SECTION 9. To provide for the construction and financing of the Project in accordance with the provisions of Act 233, the Authority shall take the following steps:

(a) Immediately after execution hereof, the Authority will promptly take steps to adopt a resolution providing for the issuance of its bonds, in one or more series, in the aggregate principal amount of not to exceed \$9,500,000 (except as otherwise authorized pursuant to Section 16 of this Contract) to finance each of the Local Units' share of the cost of the System. Said bonds shall mature serially, as authorized by law, and shall be secured by the contractual obligations of each Local Unit in this Contract. After due adoption of the resolution, the Authority will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of said bonds to the Michigan Finance Authority.

(b) The Authority shall take all steps necessary to take bids for and enter into and execute final acquisition and construction contracts for the construction of the Project as specified and approved hereinbefore in this Contract, in accordance with the plans and specifications therefor based on the plans as approved by this Contract. Said contracts shall specify a completion date agreeable to each Local Unit and the Authority.

(c) The Authority will require and procure from the contractor or contractors undertaking the actual construction of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law.

(d) The Authority, upon receipt of the proceeds of sale of the bonds, will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the bonds and this Contract relative to the disposition and use of the proceeds of sale of the bonds.

(e) The Authority may temporarily invest any bond proceeds or other funds held by it for the benefit of each Local Unit as permitted by law and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the bonds pursuant to §148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a manner as to cause the bonds to be "arbitrage bonds" within the meaning of Code § 103(b)(2) and §148.

SECTION 10. The cost of the System shall be charged to and paid by each Local Unit to the Authority in the manner and at the times herein set forth.

The cost of the Project to be financed with the issuance of one or more series of bonds of the Authority (\$9,500,000) shall be paid by the Local Units to the Authority in annual installments (corresponding to principal payments on each series of the bonds on the next October 1st of each year) on September 15 of each year, as follows:

| | |
|------|-----------|
| 2021 | \$390,000 |
| 2022 | 400,000 |
| 2023 | 410,000 |
| 2024 | 415,000 |
| 2025 | 425,000 |
| 2026 | 430,000 |
| 2027 | 440,000 |
| 2028 | 450,000 |
| 2029 | 460,000 |
| 2030 | 470,000 |
| 2031 | 475,000 |
| 2032 | 485,000 |
| 2033 | 495,000 |
| 2034 | 505,000 |
| 2035 | 515,000 |
| 2036 | 525,000 |
| 2037 | 535,000 |
| 2038 | 545,000 |
| 2039 | 560,000 |
| 2040 | 570,000 |

Each Local Unit shall pay its Local Unit Share (as hereinafter defined) of each payment required to be made by the Local Units to the Authority pursuant to this Section 10 of the Contract. “Local Unit Share” means initially for each Local Unit, the percentage of each payment as follows:

| | |
|-------------------------------|--------|
| Charter Township of Ypsilanti | 75.77% |
| City of Ypsilanti | 24.23% |

The Local Unit Share is subject to adjustment on an annual basis based upon existing agreements between the Local Units.

It is understood and agreed that the bonds of the Authority hereinbefore referred to will be issued in anticipation of the above contractual obligation, with principal installments on October 1 of each year, commencing with the year 2021, corresponding to the principal amount of the above installments, and each Local Unit shall also pay to the Authority in addition to said principal installments, on March 15 and September 15 of each year, commencing on March 15, 2020 as accrued interest on the principal amount remaining unpaid, an amount sufficient to pay all interest, not to exceed two percent (2.0%) per annum, due on the next succeeding interest payment date (April 1 and October 1, respectively), on the installment portions of said bonds of the Authority from time to time outstanding. From time to time as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit, or from other actions taken in

connection with the System, the Authority shall notify each Local Unit of the amount of such fees and other costs and expenses, and each Local Unit shall, within thirty (30) days from such notification, remit to the Authority sufficient funds to meet such fees and other costs and expenses. The principal payment date may be adjusted to April 1 at the time the bonds are sold to the Michigan Finance Authority but shall be payable in not more than twenty annual installments.

Should cash payment be required from each Local Unit in addition to the amounts specified in the preceding paragraph to meet additional costs of constructing the System, each Local Unit shall, upon written request by the Authority, furnish to the Authority written evidence of their agreement and ability to make such additional cash payments, and the Authority may elect not to proceed with the acquisition or financing of the System until such written evidence, satisfactory to the Authority, has been received by it. Each Local Unit shall pay to the Authority such additional cash payments within thirty (30) days after written request for such payment has been delivered by the Authority to such Local Unit.

The Authority shall, within thirty (30) days after the delivery of the bonds of the Authority hereinbefore referred to, furnish each Local Unit with a complete schedule of installments of principal and interest thereon, and the Authority shall also (a) at least sixty (60) days prior to January 1 of each year, commencing in 2020, advise each Local Unit, in writing, of the exact amount of interest installment due on the Authority bonds on the next succeeding April 1, and payable by each Local Unit on March 15, as hereinbefore provided, and the exact amount of principal and interest installments due on the bonds of the Authority on the next succeeding October 1, and payable by each Local Unit on September 15, as hereinbefore provided.

If any principal installment or interest installment is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

SECTION 11. Each Local Unit, pursuant to the authorization contained in Act 233, hereby irrevocably pledges its limited tax full faith and credit for the prompt and timely payment of its respective obligations pledged for bond payments as expressed in this Contract, and shall each year, commencing with the fiscal year commencing January 1, 2020 for the Township and July 1, 2019 for the City set aside sufficient general fund moneys to make the payments, and, if necessary, levy an ad valorem tax on all the taxable property in the Local Unit, subject to applicable constitutional, statutory and charter tax rate limitations, in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections. Nothing herein contained shall be construed to prevent the Local Unit from using any, or any combination of, means and methods provided in Section 7 of Act 233, as now or hereafter amended, including revenues derived from user charges or special assessments, for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

SECTION 12. Each Local Unit may pay in advance any of the payments required to be made by this Contract, in which event the Authority shall credit the respective Local Unit with such advance payment on future due payments to the extent of such advance payment.

SECTION 13. Each Local Unit may pay additional moneys over and above any of the payments specified in this Contract, with the written request that such additional funds be used to prepay installments, in which event the Authority shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

SECTION 14. In the event a Local Unit shall fail for any reason to pay to the Authority at the times specified the amounts required to be paid by the provisions of this Contract, the Authority shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of such Local Unit, the Treasurer of the County of Washtenaw, the Treasurer of the State of Michigan, and such other officials charged with disbursement to such Local Unit of funds returned by the State and now or hereafter under Act 233 available for pledge, as provided in this paragraph and in Section 12a of Act 233, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to such Local Unit of the aforesaid funds, is, by these presents, specifically authorized by the Local Unit, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the Authority, to apply on the obligations of such Local Unit as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the Local Unit within the meaning of the Michigan Constitution and statutes, the purpose of this provision being voluntarily to pledge and authorize the use of said funds owing to such Local Unit to meet any past-due obligations of such Local Unit due under the provisions of this Contract. In addition to the foregoing, the Authority shall have all other rights and remedies provided by law to enforce the obligations of each Local Unit to make its respective payments in the manner and at the times required by this Contract, including the right of the Authority to direct each Local Unit to make a tax levy to reimburse the Authority for any funds advanced.

SECTION 15. It is specifically recognized by each Local Unit that the debt service payments required to be made by each pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal installments of and interest on with respect to the bonds to be issued by the Authority as provided by this Contract and authorized by law, and each Local Unit covenants and agrees that it will make all required payments to the Authority promptly and at the times herein specified without regard to whether the System is actually completed or placed in operation.

SECTION 16. If the proceeds of the sale of the bonds to be issued by the Authority are for any reason insufficient to complete each Local Unit's share of the cost of the System, the Authority shall automatically be authorized to issue additional bonds in an aggregate principal amount sufficient to pay the respective Local Unit's share of completing the System and to increase the annual payments required to be made by each Local Unit in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the bonds herein authorized plus the additional bonds to be issued. It is expressly agreed between the parties hereto that the Authority shall issue bonds pursuant to this Contract and each Local Unit shall be committed to retire such amount of bonds as may be necessary to pay each Local Unit's share of the costs of the System whether or not in excess of those presently estimated herein. Any such additional bonds shall comply with the requirements of Act 233 and any increase in the annual payments shall be made in the manner and at the times specified in this

Contract. In lieu of such additional bonds, each Local Unit may pay over to the Authority, in cash, sufficient moneys to complete each Local Unit's share of the System.

SECTION 17. After completion of the System and payment of all costs thereof, any surplus remaining from the proceeds of sale of bonds shall be used by the Authority for either of the following purposes, at the sole option of and upon request made by resolution of any Local Unit, to wit: (a) for additional improvements to the System or for other projects of the Authority undertaken on behalf of said Local Units; subject to approval of the Authority; or (b) credited by the Authority toward the next payments due the Authority by said Local Units hereunder.

SECTION 18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the bonds pursuant to Act 233, and if for any reason whatsoever said bonds are not issued and sold within two (2) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect.

SECTION 19. The Authority and Local Units each recognize that the owners of the bonds issued by the Authority under the provisions of Act 233 to finance the cost of the System will have contractual rights in this Contract, and it is, therefore, covenanted and agreed by the Authority and each Local Unit that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the bonds or the prompt payment of principal or interest thereon. The Local Units and the Authority each further covenant and agree that each will comply with its respective duties and obligations under the terms of this Contract promptly at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract insofar as they pertain to the security of any such bonds shall be deemed to be for the benefit of the owners of said bonds.

SECTION 20. This Contract shall remain in full force and effect from the effective date hereof (as provided in Section 23) until the bonds issued by the Authority are paid in full, but in any event not to exceed a period of thirty (30) years. At such time within said 30-year term as all of said bonds are paid, this Contract shall be terminated. In any event, the obligation of each Local Unit to make payments required by this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

SECTION 21. The parties hereto hereby expressly agree that the Authority shall not be liable for and each Local Unit shall, to the extent legally available, pay, indemnify and save the Authority harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages and losses of every conceivable kind whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the Project; the ownership, acquisition, construction, operation, maintenance and repair of the System; this Contract; or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the Authority be held harmless by each Local Unit from liability for such claims, actions, demands, expenses, damages and losses, however caused or however arising,

including, but not limited to, to the extent not prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by the negligence, sole or concurrent, of the Authority or by negligence for which the Authority may be held liable. In any action or proceeding brought about by reason of any such claim or demand, each Local Unit, to the extent legally available, will also pay, indemnify and save the Authority harmless from and against all costs, reasonable attorneys' fees and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands, or any of them, in the event it is determined that there is any liability on the part of the Authority. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the Authority on any claim, action, demand, expense, damage or loss contemplated by this Section and notwithstanding that the Authority has not paid the same, each Local Unit shall be obligated to pay to the Authority, upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the Authority by reason of any such claims or demands, whether said claims or demands are groundless or not, each Local Unit shall, upon written notice and demand from the Authority, but not without written consent of the Authority, settle any such action in the proceeding. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the Authority against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the Authority's employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the System, this Contract or the issuance, sale or delivery of the bonds herein described.

SECTION 22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

SECTION 23. This Contract shall become effective upon (i) approval by each legislative body of the Local Unit, (ii) approval by the Board of the Authority, (iii) expiration of the forty-five day period following publication by each Local Unit of its notice of intention without filing of a petition for referendum on the question of its entering into this Contract, or if such referendum election be required, then upon approval by the qualified electors of such Local Unit, and (iv) due execution by the Supervisor and Township Clerk of the Township, the Mayor and City Clerk of the City and by the Chair and Secretary of the Authority.

SECTION 24. In the event construction bids are received by the Authority pursuant to Section 9 hereof and such bids are below the Consulting Engineers' estimates thus necessitating a smaller amount of Bonds for each Local Unit's share to be issued than \$9,500,000, the Authority shall be automatically authorized to reduce the amount of Bonds sold and the annual principal installments specified in Section 10 of this Contract shall be automatically revised according to the new debt service schedule for the Bonds, without the necessity of publication of notice of such revision.

SECTION 25. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES
AUTHORITY

By: _____
Chair

By: _____
Secretary

In the presence of:

CHARTER TOWNSHIP OF
YPSILANTI

By: _____
Supervisor

By: _____
Township Clerk

In the presence of:

CITY OF YPSILANTI

By: _____
Mayor

By: _____
City Clerk

33496377.1\099369-00041

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve the Master Deed & Bylaws and elevations for the Majestic Lakes Estates Condominium phase of the Majestic Lakes Planned Development.**
Copy: McLain & Winters, Township Attorneys
Date: April 29, 2019

On November 21, 2017 the Board of Trustees approved the Majestic Lakes Planned Development Stage II Final Site Plan and the Development Agreement with Lombardo Homes for the Majestic Lakes Estates Condominium phase of the project located near Tuttle Hill Rd and Merritt Rd.

Since then, Lombardo Homes has incorporated the Majestic Lakes Estates Condominium Association, and has posted sureties and insurance certificates to commence underground site improvement work, which is now underway. A pre-construction meeting was held with the township engineer on February 22, 2019. Now Lombardo Homes has submitted the enclosed Master Deed and Bylaws for the Majestic Lakes Estates Condominium for the Board's consideration. Township Attorney Doug Winters and I have reviewed the documents to ensure certain items of importance were adequately covered, such as responsibility for sidewalk maintenance. The documents are in proper form for consideration.

Furthermore, Lombardo Homes has submitted elevations for Board approval as required in the Development Agreement for the Majestic Lakes Estates Condominium. The elevations have been reviewed by Planning & Development Coordinator Charlotte Wilson and found to be in compliance with applicable zoning regulations.

I respectfully request that the Board of Trustees approve the Master Deed & Bylaws and elevations submitted for the Majestic Lakes Condominium phase of the Majestic Lakes Planned Development. Upon approval, Lombardo Homes will be responsible to record the documents and provide certified copies to the Township for its records.

**MASTER DEED
OF
MAJESTIC LAKES ESTATES**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

This Master Deed is made and executed this ____ day of _____, 20____, by **DIVERSE REAL ESTATE LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.).

NOW, THEREFORE, upon the recording hereof, Developer establishes Majestic Lakes Estates as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I
TITLE AND NATURE**

The Condominium shall be known as Majestic Lakes Estates, Washtenaw County Condominium Subdivision Plan No. _____. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an

exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Majestic Lakes Estates Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as **Exhibit B**. The plans and specifications for the Project will be filed with the Township of Ypsilanti, a Michigan municipal corporation (the "Township").

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and described as follows:

DESCRIPTION OF A 18.42 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET FOR A PLACE OF BEGINNING; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N51°58'13"E 165.36 FEET; THENCE N33°20'13"E 66.02 FEET; THENCE N31°55'16"E 111.39 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N34°37'54"E 18.63 FEET; THENCE S58°04'44"E 1018.01 FEET; THENCE S54°05'18"E 66.65 FEET; THENCE S39°14'51"E 112.56 FEET; THENCE S29°40'14"E 75.40 FEET; THENCE S21°59'29"E 75.40 FEET; THENCE S15°51'33"E 45.04 FEET; THENCE S00°34'23"W 219.13 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE S01°15'20"E 0.86 FEET ALONG THE WEST LINE OF FRANK H. CLARK SUBDIVISION, AS RECORDED IN LIBER 10 OF PLATS, PAGE 11, WASHTENAW COUNTY RECORDS; THENCE S89°45'51"W 1391.26 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: N87°42'03"E 39.61 FEET, N81°43'56"E 75.75 FEET, N73°52'38"E 75.75 FEET, N66°01'20"E 75.75 FEET; N58°10'03"E 75.75 FEET, N50°18'45"E 75.75 FEET, N42°27'28"E 75.75 FEET, N34°50'38"E 72.22 FEET, N31°55'16"E 60.00 FEET, N58°04'44"W 140.00 FEET, N31°55'16"E 54.59 FEET, AND N41°40'00"W 485.97 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE

SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 18.42 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Majestic Lakes Estates Condominium Association are defined as follows:

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

(b) "Association" means Majestic Lakes Estates Condominium Association, a Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association as a nonprofit corporation.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium", "Condominium Project" or "Project" means Majestic Lakes Estates as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B**.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(i) "Co-owner" or "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. Both land contract vendors and vendees shall be considered Co-owners and shall, except as otherwise expressly provided in the Condominium Documents, be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Act.

(j) "Developer" means Diverse Real Estate LLC, a Michigan limited liability company, and its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing until the last to occur of (i) the date neither Developer nor any other Exempt Entity or any "successor developer" as defined by the Act owns any Unit; (ii) the date Developer is no longer entitled to convert any Convertible Areas pursuant to Article IX hereof; (iii) the date Developer is no longer entitled to contract any portion of the Project pursuant to Article X hereof or the Act; or (iv) the date Developer is no longer entitled to expand the Project pursuant to Article XI hereof.

(l) "Exempt Entity" means Developer, S.E. Michigan Land Holding LLC, a Michigan limited liability company ("SE"), Lombardo Homes of S.E. Michigan LLC, a Michigan limited liability company, or any of their respective affiliates.

(m) "First Mortgagee" means a Mortgagee who holds a recorded first mortgage on one or more Units.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool,

antenna or satellite dish or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) "Transitional Control Date" means the date on which the 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 Developer exceed the votes which may be cast by Developer.

ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, including any walkways, parks, landscaped areas and berms, open areas, and cul-de-sacs, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are located within Units.

(2) The roads throughout the Condominium, designated on the Plan, so long as neither Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the applicable governmental entity.

(3) The electrical (including lighting), gas, water, sanitary sewer, storm water drainage (including storm sewers and detention basin), telephone, telecommunications, plumbing and cable television, if any, networks or systems throughout the Condominium, up to their point of connection with a Unit boundary (except for the portion of any lead that services only one Unit) and also that portion of such networks or systems contained within a Unit to the extent that the portion within the Unit also services other Units. Some or all of the foregoing systems and networks (including mains and service leads) described in this subsection (2) may be owned by the local public authority, municipality or utility company or other private company that is providing the pertinent service. Accordingly, such systems and networks shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature and extent of such interest, if any.

(4) All beneficial utility and drainage easements, if any.

(5) All sidewalks. No walkways installed within a Unit which lead to the Unit or any portion thereof will be considered a General Common Element.

(6) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Each mailbox and mailbox holder assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which the mailbox and mailbox holder is assigned. Each mailbox located within a cluster unit of mailboxes ("CBUs") that is assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which such mailbox is assigned.

(2) That portion of a utility lead (including a storm sewer or telecommunication lead) servicing only one Unit and located outside of such Unit shall constitute a Limited Common Element appurtenant to such Unit.

(c) The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(1) The Association shall maintain, repair and replace all Common Elements and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. The Association shall be responsible for maintaining, repairing and replacing CBUs only to the extent that they are not maintained by the United States Postal Service or some other governmental authority.

(2) It is anticipated that separate Residences have been or will be constructed entirely within the Units depicted on the Plan. The responsibility for, and the costs of maintenance, decoration, repair and replacement of a Residence and all other improvements within each Unit (other than General Common Elements which the Co-owner is not responsible for maintaining under this Master Deed or other improvements which the Association is responsible for maintaining under this Master Deed) shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be constructed or changed without the prior written specific approval of such construction or change from Developer (and the Architectural Control Committee, as the case may be), as more fully set forth in Article VI of the Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, the Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the Township.

(3) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(4) Each Co-owner shall, to the extent any governmental authority is not otherwise responsible and the Association is not otherwise responsible under Section 1 of Article V of the Bylaws, be responsible for maintaining, repairing and replacing, at his expense, (i) the General Common Element area (or dedicated road right-of-way), if any,

lying between such Co-owner's Unit and the adjoining road pavement (including lawn, landscaping, trees, sidewalks and driveway aprons but in no event General Common Element utilities (including General Common Element storm sewers) or General Common Element signs), which maintenance includes removal of snow and ice from such sidewalks, and (ii) the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit. Each Co-owner shall also be responsible for snow and ice removal from the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit, the drive approach and the driveway installed on his Unit, the service walk between said driveway and the entrance to the Residence constructed within his Unit, any porch installed on said Residence and any stairs leading to said porch, and all other portions of such Co-owner's Unit. Snow must be removed from sidewalks, walkways and driveways, regardless of whether the Association or a Co-owner is responsible therefor, within six (6) hours following a snowfall with an accumulation in excess of two (2) inches. Each Co-owner shall be responsible for maintaining, repairing and replacing (i) that portion of any utility lead that constitutes a Limited Common Element appurtenant to such Co-owner's Unit; and (ii) the mailbox and mailbox holder appurtenant to such Co-owner's Unit that are not part of CBUs.

ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, no person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium 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 any Common Element.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of forty-four (44) residential Units, numbered Units 1 through 44. Each Unit is described in this Article VI with reference to the Condominium Subdivision Plan as prepared by Atwell, LLC, a copy of which is attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit shall, except as otherwise provided in the Condominium Documents, be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the Units shall be equal.

ARTICLE VII
EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves (on its behalf and on behalf of its successors or assigns), and grants to SE, permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Development Area described herein, whether or not such Future Development Area is hereafter added to the Condominium, and for the benefit of any other property adjacent to the Condominium (or any expansion thereof) which Developer (or Developer's successors or assigns) or SE (or SE's successors or assigns) may now or hereafter own, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Neither Developer nor SE has any financial obligation to support such easements.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads (including sidewalks and the area between roads and sidewalks) in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing herein shall be deemed to impose any obligation upon Developer or the Association to dedicate any or all of the roads within the Condominium to public use.

(c) (1) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne by all Co-owners in accordance with their Percentages of Value.

(2) If a special assessment district for the installation, maintenance, repair and/or replacement of street lighting within the Project has not been established as of the date this Master Deed is recorded, Developer may, without the consent of any other person or entity, cause a special assessment district to be established for the installation,

maintenance, repair and/or replacement of street lighting within the Condominium. The collective costs assessable to the Condominium with respect to the installation, maintenance, repair and/or replacement of the street lighting pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(d) Developer reserves the right and power to (i) grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety or construction purposes and (ii) grant easements for utility or drainage purposes over any portions of Units that are subject to a public utility easement as shown on the Condominium Subdivision Plan, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a non-appurtenant Common Element or Unit upon another Unit or upon the air space and subsurface contained in the other Unit as shown on the Condominium Subdivision Plan. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein and the Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and Developer prior to the expiration of the Development and Sales Period), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary or desirable to develop, construct, market and operate the Condominium, to exercise or fulfill their rights or responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to exercise or fulfill any rights or responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Owner shall, except for those Common Elements which the Association is responsible for maintaining, repairing and replacing, be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Residence and all other appurtenances and

improvements constructed or otherwise located within his Unit, including any sidewalk located thereon, it is nevertheless a matter of concern that an Owner may fail to properly maintain his Unit or any improvements located therein in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event an Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, including any sidewalk located thereon, the Association (and/or Developer during the Development and Sales Period) shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Residence or any other improvements located within the Unit, or its appurtenances, all at the expense of the Owner of the Unit. Neither Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Article or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance, to be borne by any Owner shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(h) Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved, or have been granted, as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township, the County of Washtenaw or any other applicable governmental entity or utility company and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems and water, sanitary and storm sewer systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to water, sanitary, storm, electric, gas, and telephone distribution lines, sewers and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(i) Except as otherwise provided in this Master Deed or the Condominium Bylaws, the architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

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

(k) The Project is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 4627, Page 74, Washtenaw County Records, as amended by a First Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5155, Page 568, Washtenaw County Records, and as further amended by a Second Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5236, Page 849, Washtenaw County Records (the "Lakewood Association Declaration"). The Lakewood Association Declaration also encumbers a site condominium project known as Lakewood Estates, another site condominium project known as The Village at Majestic Lakes, an attached for lease community known as Nautica Pointe, another site condominium project to be known as The Village at Majestic Lakes II or such other name as may be given to such Project, an attached condominium project known as The Ponds at Lakewood Condominium, and another site condominium project known as Majestic Ponds (this Project and the other foregoing projects are referred to herein individually as a "Neighborhood" and collectively as the "Community"). Pursuant to the Lakewood Association Declaration, the owners of units within the Neighborhoods have easements (i) to tie into and utilize utilities and storm drainage facilities located within the Community at the locations identified on the engineering plans which have been approved by the Township, (ii) to use the Parks located within the Community for open space and recreational use, (iii) to use the Pathway located within and adjacent to the Open Space/Conservation Area depicted in the Declaration (the "Pathway") for pedestrian and non-motorized vehicular use, and (iv) for vehicular and pedestrian access over and across the entranceway to the Community. Lakewood Master Association, a Michigan non-profit corporation ("Lakewood Master Association"), was created to maintain and repair the following (the "Shared Maintenance Facilities"): (A) the boulevard entranceway to the Community that is located on Tuttle Hill Road and related entranceway improvements ("Entranceway Improvements"), (B) the Open Space/Conservation Area, (C) the Pathway, including the trees adjacent thereto, (D) the recreational amenities constructed within the Community by any condominium developer for the use of owners of units within Neighborhoods that are condominium projects, which amenities are located within the open space area south of the

Open-Space/Conservation Area ("Recreational Facilities"), and (E) storm drainage facilities located within Lakewood Estates, Village at Majestic Lakes, Village at Majestic Lakes II, and Majestic Lakes Estates, including but not limited to all storm sewer lines, manhole covers, storm drainage grates and drainage swales, as identified on the engineering plans approved by the Township except that the Owner of Nautica Pointe is responsible under the Reciprocal Easement (as defined in Section (l) below) for the maintenance, repair and replacement of the shared detention basin identified in the Reciprocal Easement (the "Storm Drainage Facilities"). Each Neighborhood condominium association is required to pay to Lakewood Master Association a pro rata share of the costs incurred by Lakewood Master Association in performing such maintenance, repair and replacement or capital improvements to the Entranceway Improvements, Open Space/Conservation Area, the Pathway, the Recreational Facilities and Storm Drainage Facilities and maintaining liability insurance, such pro rata share to be based on the number of units within a Neighborhood that have received a certificate of occupancy in relation to the total number of units in the Community that have received certificates of occupancy, except that the Ponds at Lakewood Condominium Association and the Majestic Ponds Condominium Association and the owner of Nautica Pointe shall only be responsible for their pro rata share of such costs incurred with respect to the Open Space/Conservation Area and Pathway. If a voting matter relates to a Shared Maintenance Facility, only the owners of units within those Neighborhoods in the case of voting by members, or the Directors appointed by those Neighborhoods in the case of voting by the Board of Directors of Lakewood Master Association, that are obligated to contribute the cost of maintaining, repairing and replacing such Shared Maintenance Facility shall be entitled to vote on such matter. Any special assessment for capital improvements to any Shared Maintenance Facility must be approved by members of those Neighborhoods holding sixty percent (60%) or more of the votes that may be cast with respect to such Shared Maintenance Facility. Each owner of a unit within the Community and the owner of Nautica Pointe shall be a member of Lakewood Master Association, with the Owner of Nautica Pointe having one vote for each residential unit located within Nautica Pointe.

(l) Pursuant to a Declaration of Reciprocal Easements recorded in Liber 5155, Page 567, Washtenaw County Records ("Reciprocal Easement"), the Project and Nautica Pointe each have easements over each project (i) for vehicular and pedestrian use of all roads, subject to termination upon dedication of the roads to the public and (ii) to connect to and utilize utilities and storm drainage facilities, including a detention basin shared by the Project and Nautica Pointe, with Nautica Pointe being responsible, at its sole cost, for the maintenance and repair of such retention basin.

(m) The Condominium is subject to an agreement (the "Section 433 Agreement") with the Washtenaw County Water Resources Commissioner (the "Commissioner") pursuant to Section 433 of the Drain Code (MCL § 280.433) establishing the storm water drainage system constructed for the Condominium and the improvements included in that system (including any storm water detention areas) as a county drain. The components of the storm water drainage system to be installed for the Condominium are and/or shall be located within the areas depicted upon the Condominium Subdivision Plan and said areas (the "Drainage District Easement Areas") shall be subject to a perpetual and permanent easement (the "Drain Easement") in favor of the Commissioner, the Drainage District established with the execution of the Section 433 Agreement (the "Lakewood Farms Drain Drainage District") and the successors, assigns and transferees of the Commissioner and the Lakewood Farms Drain Drainage District (the

Commissioner and the Lakewood Farms Drain Drainage District being hereinafter referred to in this Section (m) as "Grantee"). The Drain Easement reserved to Grantee in this Section (m) shall be in, over, under and through the Drainage District Easement Areas depicted in **Exhibit B** to this Master Deed and may not be amended or revoked except with the written approval of Grantee. The aforesaid Drain Easement contains the following terms and conditions and grants the following rights:

(1) The Drain Easement shall be for the purpose 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) Grantee shall have the right to sell, assign, transfer or convey the Drain Easement to any other governmental unit.

(3) No Co-owner shall build or convey to others any permission to build any permanent structures on the Drain Easement.

(4) No Co-owner shall build or place on the area covered by the Drain 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 Drain Easement.

(5) Grantee and its agents, contractors and designated representatives shall have the right of entry on the General Common Elements and Units to the extent required to gain access to the Drain District Easement Areas.

(6) All Co-owners shall be deemed to have released Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under this Drain Easement, and all Co-owners covenant not to sue Grantee for any such damages.

The rights granted to the Commissioner, the Lakewood Farms Drainage District, and their successors and assigns under this Section (m) may not be amended without the express written consent of Grantee, its successors or assigns. Any purported amendment or modification of the rights granted in this Section (m) shall be void and without legal effect unless agreed to in writing by Grantee, its successors or assigns.

(n) The Condominium is subject to that certain Lakewood Planned Development Agreement recorded on July 18, 2017, in Liber 5215, Page 442, Washtenaw County Records, as amended by a First Amendment to Lakewood Planned Development Agreement recorded on August 21, 2017, in Liber 5220, Page 576, Washtenaw County Records (together, the "PD Agreement"). The PD Agreement also covers other land and includes certain development, construction and use restrictions and requirements which are binding on Developer and all Co-owners in the Condominium. Among other things, the PD Agreement provides that the Open Space located within the property subject to the PD Agreement is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Community and limits the improvements that may be installed or constructed within the Open Space.

(o) Pursuant to the PD Agreement, if at any time the Association fails to maintain or preserve the detention areas, inlet and outlet areas that constitute General Common Elements in accordance with the terms of the PD Agreement, the Township or Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the Association setting forth the deficiencies in the Association's maintenance and/or preservation of such detention areas, inlet and outlet areas in accordance with the PD Agreement. The written notice shall include a demand that the deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of such notice. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten percent (10%) surcharge for administrative costs, shall be assessed equally against each Unit within the Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

(p) Pursuant to the PD Agreement, security cameras have been or are required to be installed at the two (2) entranceways on Textile Road and the one entranceway to the Community on Textile Road. Such cameras shall be monitored by the Township's Department of Public Safety. Consistent with the PD Agreement, Developer may, without the consent of any other person or entity, cause a special assessment district to be established with respect to the Condominium for the purpose of defraying a portion of the Township's cost of maintaining and repairing such security cameras. The collective costs assessable to the Condominium with respect to the maintenance and repair of the security cameras pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(q) The Condominium is subject to a certain PD Stage II Development Agreement recorded on January 12, 2018, in Liber 5240, Page 290, Washtenaw County Records (the "Condominium PD Agreement"), which Condominium PD Agreement encumbers only the Condominium. The Condominium PD Agreement includes certain development, construction and use restrictions and requirements which are binding on Developer and all Co-owners in the Condominium.

(r) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Article VIII, Section (c) without the consent of any Co-owner or Mortgagee.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association without the approval of any Co-owner or Mortgagee if the amendment does not materially alter or change the rights of a Co-owner or Mortgagee.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and First Mortgagees. A First Mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained herein, First Mortgagees are entitled to vote on amendments to this Master Deed or any Exhibit hereto only under the following circumstances:

- (1) Termination of the Condominium;
- (2) A change in the method or formula used in to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage;
- (3) A reallocation of responsibility for maintenance, repair, replacement or decoration of a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the Mortgagee's mortgage;
- (4) Elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage;
- (5) The modification or elimination of an easement benefiting the Unit subject to the Mortgagee's mortgage;
- (6) The partial or complete modification, imposition or removal of leasing restrictions for Units in the Condominium; or
- (7) Amendments requiring the consent of all affected Mortgagees under Section (d) of this Article VIII.

(c) Notwithstanding Sections (a) or (b) above, but subject to the limitation of Section (d) below, Developer reserves the right to materially amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

- (1) To eliminate unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;
- (2) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in this Master Deed, Plan or Condominium Bylaws;
- (3) To clarify or explain the provisions of this Master Deed or its Exhibits;
- (4) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(5) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith pursuant to Article X of this Master Deed;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith pursuant to Article IX of this Master Deed and to make any other amendment expressly permitted by this Master Deed or the Bylaws;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed;

(9) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith pursuant to Article XI of this Master Deed; or

(10) To amend the Bylaws pursuant to Article VI, Section 3(jj) of the Bylaws.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights reserved to any Exempt Entity under the Condominium Documents without the written consent of Developer during the Development and Sales Period, nor can the Association ever make any amendment which terminates, limits or impairs the easements reserved in favor of Developer, or granted to SE, under this Master Deed.

(e) Any amendment to this Master Deed or any of the Exhibits hereto shall become effective upon the recordation of such amendment in the office of the Washtenaw County Register of Deeds.

(f) Notwithstanding anything to the contrary contained in the Condominium Documents, any amendment or modification to this Master Deed or any Exhibit hereto shall require the prior written consent of Developer during the Development and Sales Period.

ARTICLE IX CONVERTIBLE AREAS

(a) The Common Elements and all Units constitute Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved and eliminated as provided in this Article IX. Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, subject to the requirements of local

ordinances and building authorities, to (1) modify the size, location, and configuration of any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to make corresponding changes to the Common Elements, (2) eliminate any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to substitute General and/or Limited Common Elements therefor, (3) relocate, modify, eliminate, expand or reduce General Common Elements and/or Limited Common Elements appurtenant to any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto and, in connection therewith may, but shall not be obligated to, substitute Units, General Common Elements and/or Limited Common Elements therefor, and (4) in addition to those improvements depicted on the Condominium Subdivision Plan, construct and/or install various improvements, including but not limited to signage, roads, drives, landscaping features and walls, walks and entrance area features, a pool, a pool house, club house, tennis courts or other amenities, anywhere within the General Common Elements or any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. The maximum number of Units in the Condominium, as established by the recording of this Master Deed, may not exceed forty-four (44) Units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any Structure erected within the Convertible Areas will be compatible with Structures located on other portions of the Condominium is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the restrictions contained in this Master Deed and the requirements imposed by state law, local ordinances and building authorities.

(d) Except as otherwise provided in Section (b) of this Article, the consent of any Co-owner shall not be required to convert the Convertible Areas. Except as otherwise provided in Section (b) of this Article, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any

pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if Developer deems it to be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to this Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X CONTRACTION OF CONDOMINIUM

(a) Developer unconditionally reserves the right, in its sole discretion, to contract the Condominium by withdrawing from the Condominium any portion of the land described in Article II (as it may be amended) that is designated in this Master Deed as a General Common Element and the improvements located therein except as otherwise provided below, or a Unit owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and/or any Limited Common Element appurtenant to such Unit, within a period ending no later than six (6) years from the date of recording of this Master Deed. Except as provided in the immediately preceding sentence, the rights reserved in this Section (a) may be exercised without the consent of any Co-owner or Mortgagee, and all Co-owners and all Mortgagees shall be deemed to have consented to such contraction and Developer shall have the power and authority to execute any documents necessary or convenient in connection with such contraction on behalf of all Co-owners and all Mortgagees, including without limitation an amendment to this Master Deed. Notwithstanding the foregoing, neither Unit 1 nor Unit 2 may be withdrawn from the Condominium.

(b) There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article X. Developer may, in its sole discretion, withdraw different portions of the General Common Elements or Units owned by Developer or any other person (provided that such other person consents thereto) at different times and in any order as Developer, in its sole discretion, deems appropriate. Except as provided in this Article, the

consent of any Co-owner shall not be required to contract the Condominium, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI PROPOSED FUTURE DEVELOPMENT AREA

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article XI. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Development Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Development Area") is any portion of the land described in Article II hereof (as it may be amended) that is withdrawn from the Project pursuant to Article X hereof.

(e) The Future Development Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Development Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Development Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, Developer has the right to create larger Units in the Future Development Area and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Development Area is up to an amount that will not cause the total number of Units in the Project, after giving effect to the expansion of the Project by the addition of the Future Development Area, to exceed forty-four (44) Units.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any Structure erected on any portion of the Future Development Area added to the Condominium is compatible with Structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Development Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Development Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Development Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion.

ARTICLE XII
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Developer reserves the sole right (without the consent of any other Co-owner or any Mortgagee of any Unit except as expressly provided below) to take the following actions:

(1) Subdivide Units. Subdivide or re-subdivide any Units which is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(2) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(3) Relocate Boundaries. Relocate any boundaries between adjoining Units which are owned by Developer and/or any other person (provided such other person

consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto), separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(4) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to this Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. Except as otherwise provided in subsections (1) – (3) above, all of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(5) Conformity with Laws and Ordinances. All actions taken under this Article XII must comply with all applicable laws and ordinances.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article XII.

ARTICLE XIII DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project, as it may be expanded. Each Exempt Entity shall pay the cost related to its use as described above and restore the facilities maintained by it as described above to habitable status upon termination for such use.

ARTICLE XIV ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 it to 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.

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IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: _____
Anthony F. Lombardo, its Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Anthony F. Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Master Deed of Majestic Lakes Estates]

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

The undersigned, being the owner of the land described in Article II of this Master Deed of Majestic Lakes Estates, hereby (a) consents to the submission of such land to the Condominium Project, (b) subjects its interest in the land to the Master Deed and all of the terms and conditions of the Master Deed, including but not limited to all easements reserved, granted or created in the Master Deed, and (c) consents to the recordation of this Master Deed in the office of the Washtenaw County Register of Deeds.

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: 7/8/2023
Acting in Macomb County, Michigan

MAJESTIC LAKES ESTATES

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Majestic Lakes Estates, a residential Condominium Project located in the Township of Ypsilanti, Washtenaw County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 8 of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project 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 therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium 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. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for major repairs and replacements of those Common Elements which the Association is responsible for repairing and replacing under the Master Deed shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual 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, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. 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 the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars (\$5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors, and not including any Litigation Special Assessment (as hereinafter defined), which must be approved by at least two-thirds (2/3rds) in number and in value of all Co-owners) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the

benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in monthly, quarterly, semi-annual or annual installments in the discretion of the Board of Directors, subject to Section 8 below, commencing with such Co-owner's 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty-Five Dollars (\$25.00) per month shall be imposed on each assessment or installment thereof which is in default for ten (10) or more days. In addition, each assessment or installment thereof in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until such assessment or installment thereof is paid in full. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XIX hereof, levy additional fines for late payment of assessments thereof as the Association deems necessary from time to time. 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) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser who constitutes a Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments or installments thereof levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments or installments thereof in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges, late fees and fines for late payment on such assessments or installments thereof; and third, to assessments or installments thereof in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Liens. Sums assessed to a Co-owner by the Association that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, constitute a lien upon the Unit or Units in the Condominium Project owned by the Co-owner at the time of the assessment before all other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 6 below, have priority over a first mortgage recorded subsequent to recording of the notice of lien. The lien upon each Unit owned by the Co-owner shall be in

the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units.

Section 6. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. An action for money damages and foreclosure may be combined in one action. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and may be empowered to take possession of the Unit if not occupied by the Co-owner and to lease the Unit and to collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX 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, provided, however, that notwithstanding the foregoing, the Association shall be entitled to reasonable interest, expenses, costs and attorney's fees for foreclosure by advertisement or judicial action. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or sell the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of any such lease, mortgage or sale in accordance with the priorities established by applicable law. The redemption period for foreclosure is six months from the date of sale unless the Unit is abandoned, in which event the redemption period is one month from the date of sale. The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of such Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of

redemption, together with interest, advances made by the Association for taxes or other liens to protect the Association's lien, costs and attorney fees incurred in their collection.

(c) Power of Sale. Further, 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 at public sale in accordance with the statutes providing therefor 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 was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(d) Notice of Lien. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(1) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of notice, exclusive of interest, costs, attorney's fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(3) The notice of lien shall be recorded in the office of the Washtenaw County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(e) Expenses of Collection. The expenses incurred 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 Co-owner in default and shall be secured by the lien on his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, if the holder of any first mortgage covering, or other purchaser of, any Unit in the Condominium Project obtains title to the Unit as a result of foreclosure of the first mortgage, such person, and its heirs, representatives, successors and assigns, are not liable for the assessments chargeable to such Unit which became due prior to the acquisition of title to the Unit by such person.

Section 8. Exempt Entity's Responsibility for Assessments. Neither Developer nor any other Exempt Entity shall be responsible at any time for the payment of Association

assessments, except with respect to Units owned by such Exempt Entity which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township 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 an Exempt Entity 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 such Exempt Entity shall not be liable for any assessments levied up to and including the date, if any, upon which such Exempt Entity actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, each Exempt Entity 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 maintenance and snow removal only, but in any event excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by such Exempt Entity. For purposes of the foregoing sentence, an Exempt Entity's proportionate share of such expenses shall be based upon the ratio of all Units owned by such Exempt Entity at the time the expense is incurred (excluding Units that were sold on land contract and as to which such Exempt Entity has not retaken possession ("Land Contract Units")) to the total number of Units in the Project. In no event shall an Exempt Entity be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to non-Land Contract Units that are owned by such Exempt Entity which contain completed and occupied residential dwellings. Any assessments levied by the Association against an Exempt Entity for other purposes, without such Exempt Entity's prior written consent, shall be void and of no effect. In addition, an Exempt Entity shall not be liable for any assessment levied in whole or in part to purchase any Unit from an Exempt Entity or to finance any litigation or claims against an Exempt Entity, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Construction Lien. 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 12. Statement as to Unpaid Assessments. The purchaser or grantee of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, interest, late charges, fines, costs and attorney fees thereon. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser or grantee holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related charges as may exist or a statement that none exist, which statement shall be binding upon the

Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser or grantee to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, together with interest, costs, fines, late charges and attorney fees incurred in the collection of such assessments, and the lien securing the same fully enforceable against such purchaser or grantee and the Unit itself, to the extent provided by the Act.

Section 13. Payment of Unpaid Assessments at Time of Sale. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs and attorneys' fees against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and (b) payments due under a first mortgage having priority thereto.

Section 14. Foreclosure of First Mortgage. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure sale required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, within ten days after the first publication of the notice. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the Mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, not less than ten days before commencement of the judicial action. Failure of the Mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between the Mortgagee and mortgagor.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association shall, 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 in the State of Michigan may be rendered upon any award pursuant to such

arbitration) and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by Developer with respect to any claim that might be the subject of a civil action against Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against Developer which involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. The election and written consent by parties pursuant to Section 1 above to submit any dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and commercial general liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, Developer and the Co-owners and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of Mortgagee endorsements to the Mortgagees of Co-owners.

(b) Insurance of Common Elements. All Common Elements shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(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 interests may appear; provided, however, whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(e) Insurance Certificates. Certificates of insurance maintained by the Association shall be issued to each Co-owner and Mortgagee upon request.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner appoints 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 General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective Mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owners as shall be necessary or convenient to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Unit (other than Common Elements) and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Unit and the improvements located therein (naming the Association and Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. The liability insurance described in this Section 3 shall be carried in such minimum amounts as may be specified by Developer (and thereafter by the Association).

Each Co-owner shall, upon receipt of a request from Developer or the Association, promptly deliver certificates of such insurance to Developer or the Association as applicable. If a Co-owner fails to obtain any such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the

Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's Residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept within his Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third percent (33-1/3%) of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. Except as otherwise provided in the Master Declaration, if the damaged property is (i) a General Common Element or (ii) other

improvement (including landscaping) that the Association is responsible for maintaining under the Master Deed, the damaged property shall be rebuilt or repaired by the Association unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any Mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) and the appurtenant Limited Common Elements to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the affected Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as **Exhibit B** and the original plans and specifications for any damaged improvements located within the Unit or damaged appurtenant Limited Common Elements unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon (other than General Common Elements) or any Limited Common Elements appurtenant thereto by eminent domain, the award for such taking shall be paid to the Co-owner of the affected Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. Except as otherwise provided in the Master Declaration, if there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their Mortgagees in proportion to their respective interests in the General Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

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

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal

National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they 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 Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI ARCHITECTURAL AND BUILDING AND USE RESTRICTIONS

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

Section 1. Architectural Standards. All improvements made in any Unit or outside the boundaries of a Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck), and the use and occupancy thereof, shall comply fully with this Article VI. In addition to all of the other restrictions and requirements of this Article VI, in no event may an Owner, other than an Exempt Entity or any successor to or assignee of any of the rights of Developer under this Master Deed, construct any Structure or other improvements outside the boundaries of a Unit. Developer intends by these restrictions to create and perpetuate a private, residential condominium community.

Section 2. Review Procedures and Submission Requirements.

(a) Developer hereby reserves to itself (and, to the Association, acting through its Architectural Control Committee, as more fully set forth below), the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure or Residence proposed to be erected or maintained within a Unit or the Project, and no Structure or Residence shall be permitted or allowed to be constructed or erected within a Unit or the Project unless the same has received, in writing, the approval of Developer (or the Association, acting through its Architectural Control Committee, as more fully set forth below), pursuant to the terms and conditions of this Article VI. In addition to the approvals required by and the other restrictions contained in this Article VI, all Structures and Residences erected or maintained within a Unit or the Project shall comply with all of the requirements of the Township imposed as part of its site plan approval(s) for the Project.

(b) If a Structure or Residence to be built within a Unit or the Project is not to be constructed by an Exempt Entity or an affiliate thereof, then before construction of any such improvements are made, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme, and location of all improvements, together with a construction schedule for the completion of such Structure or Residence, shall be submitted to and approved in writing by Developer (or the Architectural Control Committee, as the case may be). Developer's approval in writing of the plans and specifications must be obtained before construction of any Structure or Residence may be commenced. If a Structure or

any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article VI, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to Developer, and Developer specifically approves or waives the same, in writing.

(c) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by Developer (including but not limited to any alteration, modification or addition to any Residence or Structure previously installed or constructed other than interior alterations to a Residence or other building) shall be permitted within any Unit or elsewhere in the Project unless the Owner thereof obtains Developer's written approval for such variation. Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages or the like). If a variance is required from the Township, or any other governmental agency or department, it will be the Owner's responsibility to seek and obtain such variance.

(d) No agent, employee, consultant, attorney or other representative or adviser of or to Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to Developer hereunder.

(e) Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Article VI, including, without limitation, an assignment of such rights and powers to the Architectural Control Committee described herein or to any mortgagee of Developer.

(f) Notwithstanding anything to the contrary contained in this Section 2, the provisions of subsections (a), (b) and (c) of this Section shall not apply to any Structure, Residence or other improvements constructed or installed within, or made to, a Unit by any Exempt Entity.

Section 3. Building and Use Restrictions. The following rules, regulations, restrictions and requirements shall apply to each and every Unit, and no Structure shall be erected, constructed or maintained on any Unit or elsewhere in the Project which is in contravention of such rules, regulations, restrictions and requirements, except to the extent any non-conformity has been waived by Developer pursuant to Section 6 of this Article VI.

(a) Each Residence must comply with such minimum square footage requirements as are imposed from time to time by the Township pursuant to its ordinances and related regulations. No building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Unit except one single-family Residence and appurtenant attached structures. Each dwelling shall be designed and erected for occupation as a single-family residence and shall have an attached garage for the sole use of the occupants of the Unit and providing space for not less than two (2) automobiles. Carports are specifically prohibited.

(b) Old and/or preexisting buildings may not be moved onto any Unit and no used materials except reclaimed brick may be used in construction and used materials may be used in the interior of a building.

(c) No Residence, building or other structure shall be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit line than the distances permitted by the ordinances of the Township in effect at the time of installation of such Residence, building or other structure.

(d) Upon the completion of a Residence within any Unit, the Owner thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and suitably landscaped as soon after completion as weather permits, All landscaping in the Project shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod or, if approved by Developer, seeding or hydroseeding, must be completed within ninety (90) days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Notwithstanding the foregoing, if the Unit is finish graded and sodded, then basic landscaping must be completed within ninety (90) days of the later of (i) the completion of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding and (ii) the closing on the Unit, weather permitting, and if weather does not so permit, then as soon thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Use of seed and hydroseed is expressly prohibited unless approved by Developer.

(e) No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain either one (1) domesticated dog or two (2) domesticated cats or one of each in his Condominium Unit. No farm animals, livestock, or wild animals may be kept, bred or harbored at the Condominium, including household pets, for any commercial purpose. Permitted household pets shall be confined to the Unit, unless accompanied by the Owner or a responsible person and appropriately restrained. Any pets kept in the Project shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Dog runs shall be permitted upon written approval of Developer during the Development and Sale Period and thereafter by the Association. Dog kennels or runs or other enclosed shelters for permitted animals shall be allowed only when they are an integral part of any approved Residence and maintained in a clean and sanitary condition. Kennels and runs must be located behind the Residence to minimize the view of the kennel or run from any street adjacent to the Unit. The Association may charge all Co-owners maintaining a pet a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. Pets causing a nuisance or destruction shall be restrained or removed from the Project. Each Owner shall be responsible

for collection and proper disposition of all fecal matter deposited by any pet maintained by such Owner, which collection shall be done immediately in the case of fecal matter deposited in the Common Elements and promptly in the case of fecal matter deposited within the Unit. All pets will be kept in strict accordance with all local laws and ordinances. Any person who causes or permits an animal to be brought or kept in the Project shall indemnify the Association and hold it harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. The Association may require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper.

(f) No unsightly condition shall be maintained upon any balconies, porches, or decks and only furniture and equipment consistent with ordinary yard, balcony, porch, or deck use shall be permitted. All decks erected on a Unit shall be located at the rear of the Unit and shall be constructed of materials, as approved by Developer during the Development and Sales Period and thereafter by the Association. Outdoor hot tubs and similar structures are limited to ground level in a suitable location as approved by Developer during the Development and Sale Period and thereafter by the Association.

(g) No fencing of any type is allowed within any Unit, except for a fence which is (i) not more than four (4) feet in height, (ii) a picket-style design and comprised of maintenance free material, (iii) black or brown in color, (iv) approved by Developer in writing, and (v) is in compliance with the Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls, including garage walls, of the Residence. Notwithstanding the foregoing, if the Residence has a garage service door opening to the side yard area of the Unit, the fence can be installed not more than five (5) feet nearer the front Unit boundary than the forward limits of such service door. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than one (1) foot to such sidewalk. An Owner shall also obtain such permits and other approvals as may be required for such fencing by the Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

(h) No above ground or in ground swimming pool may be built, installed or located on any Unit. Notwithstanding the foregoing, a portable kiddy pool, not exceeding one foot in height and eight feet in diameter, may be placed or maintained within a Unit.

(i) No trailer, shack, shed, barn or any temporary buildings or structure of any description shall be placed in any Unit at any time and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours.

(j) No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles, or camping trailers, horse trailers, or other utility trailers or vehicles may be parked on or stored on any Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Project except while making normal deliveries or pickups in the normal course of business. Notwithstanding anything to the contrary

contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(k) (i) It shall be the sole responsibility of each Owner to take all steps necessary to prevent his Unit and any Residence or Structure located therein (other than any Structure which the Association is responsible for maintaining under the Master Deed) and appurtenant limited Common Elements or General Common Elements which such Co-owner is responsible for maintaining under the Master Deed from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Project. In furtherance thereof, each Owner will keep all shrubs, trees, grass and plantings of every kind within his Unit or that such Owner is otherwise responsible for maintaining under the Master Deed pruned, free of trash and other unsightly material (including excessive or tall weeds).

(ii) No living tree of a height of twenty (20) feet or more or more than eight (8) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Association, except for trees which are less than twenty-five (25) feet from any part of the Unit (including decks and patios) or which are in the location of proposed driveways. The Co-owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Co-owner shall comply with the ordinances adopted by the Township, as amended from time to time. Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph (ii) shall not apply to any Exempt Entity or any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(l) No noxious or offensive activity, including, but not limited to, unreasonable smells, noise or aesthetics, shall be carried on within any Unit or the Common Elements, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Owners of Units. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each Co-owner who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes. No laundry, clothes or other items shall be shaken outside or hung or left outside for drying or airing. No above-ground, in-ground or underground exterior fuel tank may be placed within a Unit.

(m) All driveways, aprons and parking areas must be paved with asphalt or concrete, subject to the specifications of the Township for the portions within the road right-of-way. The driveways must be completed within six (6) months of occupancy.

(n) Each of Developer and the Association shall have the right to enter upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which, in the sole discretion of Developer or the Association, detracts from the overall beauty, setting or safety of the Project; provided that Developer or Association shall provide the Owner of the Unit with reasonable notice of its intended action. The Owner of the Unit shall be obligated to reimburse Developer or the Association, whichever is applicable, for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. Developer and the Association likewise may enter within a Unit to remove any trash or debris which has collected or accumulated within such Unit, at the Owner's expense, and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on Developer or the Association to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services and any charge imposed upon an Owner pursuant to this provision shall become a lien upon the Owner's Unit.

(o) The grade and topography of any Unit in the Project may not be changed after original construction without the written consent of the Township and Developer during the Development and Sales Period, and thereafter the Association.

(p) All Residences shall be connected to the Township's water and sanitary sewer systems. No well or septic system shall be installed on any Unit or Common Elements.

(q) The use of any rifle, shotgun, handgun, BB gun, firearm, air rifle, pellet gun, crossbow, and archery equipment or other similar dangerous weapons, projectiles, or devices is prohibited in the Project.

(r) No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Co-owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and, during the Development and Sales Period. The provisions of this paragraph shall not apply to signs installed or erected on any Unit by any Exempt Entity or any builder which Developer may designate during the Development and Sales Period, during such periods as any Unit shall be "for sale" or used as a model or for display purposes by any such Exempt Entity or other entity. Political signs for a period of three months (90 days) prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Elements area. No political sign shall exceed four square feet. Nothing in these Bylaws shall prevent an Owner from displaying a single United States flag of a size not greater than three (3) feet by five (5) feet anywhere on the exterior of the Residence constructed within his Unit.

(s) No Owner shall install or erect any sort of antenna (including dish antennas) upon or over any Common Elements. Owners shall have the right to install within their Units (i) antennas designed to receive television broadcast signals, (ii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, and (iii) antennas measuring one meter (39.37 inches) or less

in diameter or diagonally used to receive video programming from multichannel multipoint distribution (wireless cable) providers, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent possible, shielded from view from the road while still permitting reception of an acceptable quality signal. If an acceptable quality signal cannot be obtained from a location at the rear of the Residence, the Owner shall submit to Developer for its approval, which approval may not be unreasonably withheld or delayed, an alternative location or locations for the installation of the antenna that will provide an acceptable quality signal. In no event shall an antenna permitted by this provision be installed in front of a Residence unless the Owner can demonstrate that an acceptable quality signal cannot be obtained from a location at the rear or side of the Residence. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. This provision applicable to antennas is intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than twenty-one (21) inches in diameter. The connecting cable or wires servicing the control device inside a Residence for any such antenna may not be routed along the exterior façade of the Residence; penetration of each cable or wire into a Residence shall be at the point of attachment of the antenna and all such cables and wires shall be routed within the interior of the Residence. Notwithstanding the foregoing, if an antenna is installed on a chimney or roof, the connecting cables or wires servicing the control device inside of the Unit for such antenna shall be routed along the exterior facade of the building in a manner and at locations approved by Developer to a point of penetration approved by Developer. All antennae must be installed in accordance with the National Electric Code, including the requirement that all antennae be grounded, and all other applicable laws.

(t) No Co-owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse, or rubbish of any kind. No Co-owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over or within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Township does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to all Units and require each Co-owner to utilize the service of that contractor at the Co-owner's expense.

(u) No Unit shall be used for other than single-family residential purposes. No business, trade, profession or commercial activity of any kind, including but not limited to breeding of animals for commercial purposes, shall be conducted within any Residence or otherwise within any Unit and no part of any Unit, Residence or Structure shall be used for any activity which is otherwise precluded by local municipal ordinance; provided, however, this prohibition shall not apply to (i) use of computers for maintaining personal and/or business record keeping, and (ii) participating in personal, business or professional telephone calls or

correspondence in the Residence, but is meant to prohibit the stocking and selling of inventory, use of any Residence or Structure for meetings with customers, clients or employees in connection with the promotion of any business or the products or services of the business or as more particularly described in the local municipal ordinances governing such activities.

(v) No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street.

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

(x) The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other obstructions or personal property may be left unattended on or about the Common Elements without the prior written consent of the Board of Directors nor shall any Owner erect, place or maintain any ornament, sculpture, statue or improvement upon the Common Elements. The General Common Elements shall not be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association.

(y) It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Project. Reasonable rules and regulations consistent with this Master Deed concerning the use of Units and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors), provided that no such rule or regulation or amendment thereto may be made or revoked during the Development and Sales Period without Developer's written consent. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners and to all other parties who are entitled to use the amenity or area affected by the rules, regulations or amendments thereto. Any such rule, regulation or amendment may, subject to Developer's written consent during the Development and Sales Period, be revoked at any time by the affirmative vote of two-thirds (2/3) of all Members entitled to vote.

(z) Each Owner shall maintain his Unit and the improvements located therein (other than any improvements that the Association is responsible for maintaining under the Master Deed) and any Limited Common Elements appurtenant thereto or General Common Elements for which such Owner has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the

expense to the extent of the deductible amount). Each Owner shall indemnify the Association and all other Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

(aa) Developer hereby reserves the following rights:

(i) None of the restrictions contained in this Article VI shall apply to the commercial or construction activities or signs or billboards, if any, of any Exempt Entities during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein or the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, during the Development and Sales Period, each Exempt Entity shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project.

(ii) The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons interested in the Project. If at any time, the Association fails or refuses to carry out its obligations under this Master Deed in a manner consistent with the maintenance of such high standards as interpreted by Developer, then Developer, or any person to whom it may assign this right, at its option, may elect to carry out such obligations and to charge the cost thereof to the Association as an expense of administration. During the Development and Sales Period, Developer shall have the right to enforce this Master Deed, which right of enforcement shall include, without limitation, an action to restrain the Association or any Owner from any activity prohibited by this Master Deed.

(bb) No Residences, improvements or Structures, including but not limited to any decks, may be constructed or maintained over or on any utility easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

(cc) All sump pumps shall be installed according the building code of the Township and shall be approved by its designated building inspector.

(dd) Any debris resulting from the destruction in whole or in part of any Residence or structure on any Unit shall be removed as soon as possible from such Unit in order to prevent an unsightly or unsafe condition.

(ee) There shall be no exterior fires, except barbecues. No Co-owner shall permit any condition upon a Unit that creates a fire hazard or is in violation of fire prevention regulations

(ff) No Unit may be divided, subdivided, the boundaries thereof relocated or changed, or otherwise split or combined with any other Unit except as provided in Article XII of the Master Deed.

(gg) (i) Except as otherwise provided below, a Co-owner may lease his Unit for the same purposes set forth in subsection (u) of this Article VI; provided that such lease shall be in writing and written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in (ii) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least twelve (12) 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. Developer may lease any number of Units in the Condominium in its discretion.

(ii) The leasing of Units in the Project shall conform to the following provisions:

(A) A Co-owner, including Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. A Co-owner shall also notify the Association when in fact a lease has been entered into.

(B) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(C) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of

Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(D) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If a tenant, after being so notified by the Association, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subparagraph (ii)(C)(3) above.

(E) Pursuant to the PD Agreement and notwithstanding the foregoing, the Condominium Project is subject to the following:

(1) A Unit (which for purposes of this item (E) includes the Residence and other improvements located within the Unit) shall not be purchased for the purpose of leasing the Unit to other persons. A Unit that contains a Residence shall only be sold to persons who intend to occupy such Residence as their personal residence.

(2) If a Co-owner whose Unit qualifies as the Co-owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her Unit, such Co-owner shall be permitted to lease his or her Unit to other persons during the period such Co-owner continues to hold title to the Unit. If such Co-owner thereafter conveys or otherwise transfers title to the Unit, any lease in effect shall automatically terminate and, subject to clause (iii) below, the tenant(s) shall be required to immediately vacate the Unit, unless such tenant(s) is the purchaser of the Unit.

(3) A Co-owner who is permitted to lease his or her Unit pursuant to clause (ii) above may lease the Unit for a period not to exceed three (3) years, regardless of whether the Co-owner continues to own the Unit beyond such three (3) year period. However, upon the request of the Co-owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of twenty-four (24) months and shall not, under any circumstances, exceed two (2) additional years to lease the Unit.

(4) For purposes of the foregoing restrictions in this item (5), the grant of a mortgage of a Unit by the Co-owner of such Unit shall not constitute a

transfer of the Co-owner's title to the Unit. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a Unit by foreclosure, receivership or deed in lieu of foreclosure shall be permitted to lease the Unit to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the Unit.

(5) The rental rates for Units permitted to be leased under this item (E) shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including laws adopted and enforced by the Township, the rental of Units shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(6) Except as provided in this item (E), the leasing of Units within the Condominium Project shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(7) The leasing of Units shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single-family residential properties, including ordinances pertaining to licensing and inspections.

(8) All leases or rental agreements that are permitted under this item (5) shall incorporate the foregoing provisions.

The Township shall have the authority to enforce the restrictions set forth in this sub-subparagraph (E) and no amendment to this sub-subparagraph (E) may be made without the prior written consent of the Township.

(hh) Co-owners shall take precaution not to cause or permit the release, disposal, dumping, or discharge of any substance into or onto any open space or pond areas. In addition, the following activities shall be prohibited in all open space and pond areas:

- (i) Dumping or storing of any material or refuse;
- (ii) Activity that may cause risk of soil erosion or threaten any living plant material;
- (iii) Cutting or removal of live plant material except for removal of dying or diseased vegetation;
- (iv) Use of motorized off road or water vehicles; and
- (v) Use of pesticides, herbicides or fertilizers within the open space.

(ii) Pursuant to the Declaration, no dock, boathouse, shed, or any other structure shall be constructed, installed or otherwise permitted on any Unit or adjacent Common Element that borders the water. The use of any watercraft containing an internal or external combustion engine, 'jet'-type motor, gasoline, air, fan, blower, or jet propulsion device, or any

type of high performance water vehicle, including but not limited to jet skis, jet boats, or waverunners, shall not be permitted. Watercraft powered by a single, small electric motor shall not be excluded under this provision.

(jj) Developer reserves the right to, prior to the expiration of the Development and Sales Period and without the consent of any Co-owner, Mortgagee or any other person interested or to become interested in the Project, create additional restrictions and/or to revise or eliminate restrictions in connection with the development of the Condominium Project by amending this Article VI and recording such amendment with the Washtenaw County Register of Deeds.

Section 4. Requirements, Restrictions and Regulations Relative to Construction Activities.

(a) Developer reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Project (whether or not in connection with the construction, repair or maintenance of a Residence or other Structure) as Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. Unless waived by Developer, in writing, the following rules, regulations, restrictions and requirements shall apply to any construction or site improvement activities within the Project, including landscaping, that may be carried out by any person, including any Owner or any contractor of an Owner (but excluding the Exempt Entities), throughout the duration of the Development and Sales Period; provided that the Association shall have the right to enforce similar rules after the Development and Sales Period:

(i) Once commenced, all construction activity shall be carried out with all reasonable diligence, and the exterior of all Residences or other Structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(ii) Construction activities shall be carried on only during those hours not prohibited by Township ordinances.

Section 5. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and approving plans, drawings, specifications, submissions and other matters to be approved or waived by Developer under this Article VI, Developer intends to ensure that the Structures, Residences and other features embodied or reflected therein meet the requirements set forth in this Article VI; provided, however, Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 6 of this Article VI. In addition to ensuring that all Structures, Residences and other features comply with the requirements and restrictions of Section 3 of this Article VI, Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as Developer (or the Architectural Control Committee after control thereof has been transferred by Developer), deems appropriate, in its sole discretion. Developer or the Architectural Control Committee, as the case may be, shall be

deemed to have the broadest discretion in determining what Residences, fences, walls, hedges or other Structures are appropriate. In no event shall either Developer (or the agents, offices, employees or consultants thereof), or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including, without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the Residences, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on or otherwise judicially contest Developer or other persons for any decision (or alleged failure to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Developer reserves the right to approve or waive under this Article VI. Developer's approval (or the Architectural Control Committee's approval, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure, Residence or other matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known) is hereby disclaimed.

Section 6. Developer's Right to Waive or Amend Restrictions and Regulations. Notwithstanding anything herein to the contrary, Developer reserves to itself, in its capacity as Developer (and to its successors and assigns to whom this right is assigned in writing, and the Architectural Control Committee, as the case may be), the right, in Developer's sole discretion, to approve any Structure, Residence or activity otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Article VI or elsewhere in the Condominium Documents. In no event, however, shall Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all of the rules, regulations, restrictions and requirements set forth herein, unless Developer indicates its intent and agreement to do so in writing, and, in the case of an approval of nonconforming Structures, the requirements of Section 2, paragraph (b) of this Article VI are met.

Section 7. Architectural Control Committee. Upon the later of: (i) the expiration of the Development and Sales Period; and (ii) the date when certificates of occupancy have been issued for Residences on one hundred percent (100%) of the Units in the Project (the "Transfer Date"), or at such earlier time as Developer, in its sole discretion may elect, Developer will assign, transfer and delegate to an Architectural Control Committee all of Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any unit or any other matter which Developer may approve or waive as provided in this Article VI. The assignment will automatically occur on the Transfer Date, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Board of Directors.

ARTICLE VII
MORTGAGES, MORTGAGE INSURERS
AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the Condominium Documents which are granted to First Mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a Mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of Mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the General Common Elements or Limited Common Element appurtenant to a Unit in which they have an interest, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII
VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than Developer or SE, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than Developer or any other Exempt Entity, shall be

entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. Developer and any other Exempt Entity that owns one or more Units shall be the only persons entitled to vote at a meeting of the Association until the First Annual Meeting of members and Developer shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, Developer shall be entitled to one vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. If a properly scheduled meeting fails to meet the quorum requirements, the meeting can be rescheduled and the quorum for the rescheduled meeting shall be seventeen and one half percent (17.5%) of the Co-owners qualified to vote. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. Except as otherwise provided in these Bylaws or the Master Deed, a majority of the votes cast by those qualified to vote in present in person or by proxy at a given meeting of the members of the Association constitutes the action of the members.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other

generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the total number of Units that may be created in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association in each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action by Ballot. Any action which may be taken at a meeting of the members may be taken without a meeting by ballot of the members. Ballots shall be provided to each member in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such ballots shall (a) set forth each proposed action; (b) provide an opportunity for the members to approve or disapprove of each action; (c) specify the total number of members voting or votes cast needed to approve the action; and (d) specify the time by which a ballot must be received by the Association in order to be counted as a vote of the member. The time specified for returning ballots must not be less than twenty (20) days or more than ninety (90) days after the date the Association provides the ballot to the members. Except as otherwise provided in these Bylaws or the Master Deed, an action shall be considered approved by written ballot if (i) the total number of member votes cast in ballots received by the Association within the time specified in the ballot equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) the number of approvals equals or exceeds the number of votes which would be required to approve the action at a meeting at which the total number of votes cast by members was the same as the total number of votes cast by ballot.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum of Co-owners is present either in person or by proxy; and if, either before or after the meeting, each of the Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units which may be created in the Project, whichever first occurs, Developer shall cause to be established an Advisory Committee

consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner Developer deems advisable except that if more than fifty percent (50%) of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace (at its discretion and at any time) any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be Co-owners of the Association or officers, partners, trustees, employees or agents of Co-owners of the Association, except for any Directors appointed by Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

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

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-Developer Co-owners. When the required number of conveyances has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to Developer of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve for a term that expires on the earlier of one (1) year after the date of election of such Director and the date of the First Annual Meeting of members, unless such Director is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. The non-Developer Co-owners shall, thereafter until such time as the First Annual Meeting is held and Directors are elected pursuant to subsection (c) below, hold meetings on an annual basis to elect and certify the Director that the non-Developer Co-owners are entitled to elect pursuant to this subsection (b), who shall hold office for a term that expires on the earlier of one (1) year after the date of election of such Director and the First Annual Meeting of members.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of the Units that may be created, the non-Developer Co-owners shall elect all Directors on the Board, except that Developer shall have the right to designate at least one (1) Director as long as Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to less than seventy-five percent (75%) of the Units that may be created has 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 that the non-Developer Co-owners own, and 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 Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). 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), 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 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 Developer to designate one (1) Director as provided in subsection (i).

(iv) The term of office of each Director elected at or after the First Annual Meeting shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. When Developer no longer has the right to designate any Director (e.g., Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project and less than ten percent (10%) of the Units remain that may be created), Developer designated Director shall cease to serve and the remaining Directors shall appoint a non-Developer Co-owner to fill the position of the former Developer designated Director until the next annual meeting, at which time such Director seat shall be filled by election of the non-Developer Co-owners for a two (2) year term.

(v) Once the non-Developer Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

(d) Conveyance to a Residential Builder. For purposes of calculating the timing of events described in this Section 2, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-Developer Co-owner until such time as the residential builder conveys that Unit with a completed Residence on it or until it contains a completed Residence which is occupied.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

(c) To carry insurance and collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty, subject to all of the other applicable provisions of the Condominium Documents;

(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 affirmative vote of seventy five percent (75%) of all of the Co-owners in number and in value;

(h) To make rules and regulations in accordance with Article VI, Section 3, paragraph (cc) of these Bylaws;

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. During the Development and Sales Period, the Board of Directors shall employ a professional management agent for the management of the Project unless Developer otherwise agrees in writing to permit the Board to "self-manage" the Project.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this section for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one (1) person.

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 or her by the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she 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.

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCES

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts affecting the Condominium Project and its administration, and which shall specify operating expenses of the Condominium Project, including but not limited to 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 normal business hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The financial statement for the Association's fiscal year shall be prepared within 90 days following the end of such fiscal year. Except as provided below, if the Association has annual revenues of greater than Twenty Thousand and 00/100 Dollars (\$20,000.00), then for each such year the books, records and financial statements of the Association shall be independently audited or reviewed by a certified public accountant. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements of the two immediately preceding sentences on an annual basis by an affirmative vote of a majority of the members of the Association. Any First Mortgagee and any other agency or corporation which has an interest or prospective interest in the Condominium shall be entitled to receive a copy of any such audited or reviewed financial statement within a reasonable time after the Association is provided with a written request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association shall make available for inspection upon request, during normal business hours, to Co-owners and First Mortgagees, current copies of the Condominium Documents and the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws. The Association shall make available for inspection upon request, during normal business hours, to prospective purchasers of Units current copies of the Condominium Documents, the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws, and the most recently audited financial statement of the Association.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where a Director or officer is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, Laws and the rules and regulations of the Association, if any, promulgated pursuant to Section 3(cc) of Article VI of these Bylaws, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium 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 XVII
DEFINITIONS

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

ARTICLE XVIII
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by 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.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XIX below.

Section 5. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).

(c) Third Violation. A fine of One Hundred Dollars (\$100.00).

(d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Washtenaw County Records and the new schedule shall be effective upon recording.

Section 4. Collection. Fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XIX of these Bylaws.

ARTICLE XX JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall, except as otherwise provided in this Article XX, require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the Litigation Evaluation Meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) it is in the best interests of the Association to file a lawsuit;

(ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(iii) litigation is the only prudent, feasible and reasonable alternative; and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the Litigation Attorney has practiced law; and (ii) the experience of the Litigation Attorney in representing condominium and homeowners associations.

(c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall including the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The Litigation Attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the

Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the Litigation Evaluation Meeting.

Section 5. Co-owner Vote Required. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board of Directors is not retained, the Litigation Special Assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The Litigation Special Assessment shall be apportioned to the Co-owners in accordance with Article VI of the Master Deed and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").

(b) All actions taken in the civil action during the Reporting Period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the Reporting Period.

(c) A detailed description of all discussions with opposing counsel during the Reporting Period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("Litigation Expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The Litigation Expenses for each civil action filed by the Association shall be listed as a separate line item captioned "Litigation Expenses" in the Association's annual budget.

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or granted to Developer or its successors shall terminate, if not sooner assigned to the Association, upon the expiration of the Development and Sales Period unless otherwise provided in these Bylaws or Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to Developer is intended to apply,

insofar as Developer is concerned, only to 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 of any rights of Developer under Articles VII, VIII(c), IX, X, XI, or XII of the Master Deed or any amendments to the Master Deed made pursuant to any such Sections, or any real property rights granted or reserved to Developer or SE or their respective successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other interests or easements created, excepted or reserved in such documents) which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation, exception or reservation and not hereby.

ARTICLE XXII REMOTE COMMUNICATION AND ELECTRONIC TRANSMISSION

Section 1. Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 2. Notices by Electronic Transmission. In addition to the methods of providing notice of meetings set forth in Article IX, Section 5 and Article XI, Sections 9 and 10 of these Bylaws, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

Section 3. Use of Electronic Transmission. As used in these Bylaws, "written" or "writing" will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 4. Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE XXIII SEVERABILITY

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

whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

WASHTENAW COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. _____
 EXHIBIT 'B' TO THE MASTER DEED OF

MAJESTIC LAKES ESTATES

A SITE CONDOMINIUM IN
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

DEVELOPER

DIVERSE REAL ESTATE LLC
 13001 23 MILE ROAD, SUITE 200
 SHELBY TOWNSHIP, MI 48315

ENGINEER AND SURVEYOR

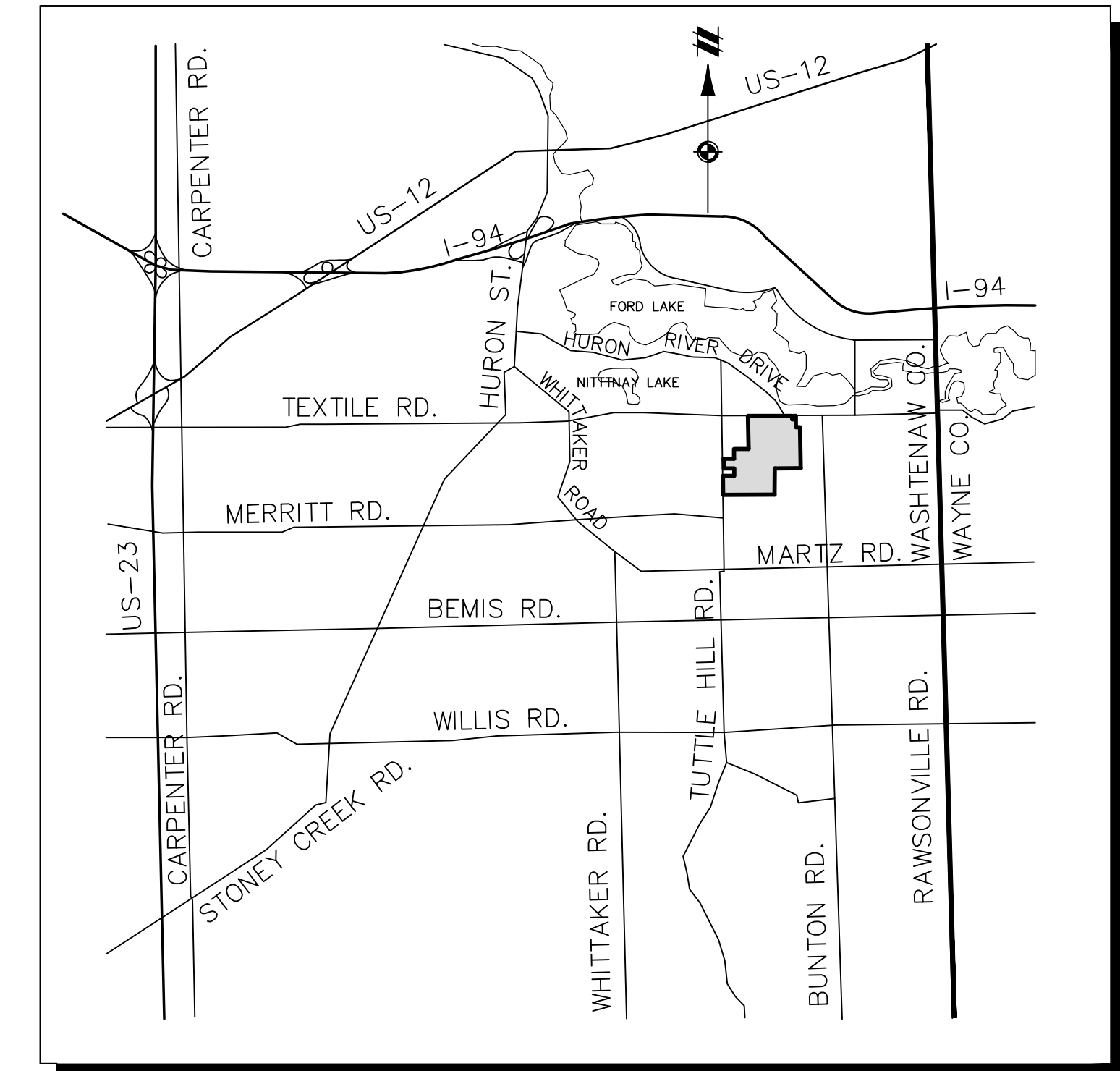
ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 PHONE (248) 447-2000
 FAX (248) 447-2001

ATTENTION: WASHTENAW COUNTY REGISTER OF DEEDS

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

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.



VICINITY MAP
 NOT TO SCALE

LEGAL DESCRIPTION - MAJESTIC LAKES ESTATES

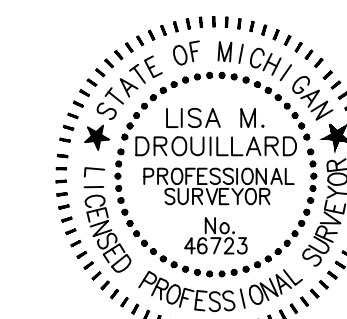
DESCRIPTION OF A 18.42 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET FOR A PLACE OF BEGINNING; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING N51°58'13"E 165.36 FEET; THENCE N33°20'13"E 66.02 FEET; THENCE N31°55'16"E 111.39 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING N34°37'54"E 18.63 FEET; THENCE S58°04'44"E 1018.01 FEET; THENCE S54°05'18"E 66.65 FEET; THENCE S39°14'51"E 112.56 FEET; THENCE S29°40'14"E 75.40 FEET; THENCE S21°59'29"E 75.40 FEET; THENCE S15°51'33"E 45.04 FEET; THENCE S00°34'23"W 219.13 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE S01°15'20"E 0.86 FEET ALONG THE WEST LINE OF FRANK H. CLARK SUBDIVISION, AS RECORDED IN LIBER 10 OF PLATS, PAGE 11, WASHTENAW COUNTY RECORDS; THENCE S89°45'51"W 1391.26 FEET ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: N87°42'03"E 39.61 FEET, N81°43'56"E 75.75 FEET, N73°52'38"E 75.75 FEET, N66°01'20"E 75.75 FEET, N58°10'03"E 75.75 FEET, N50°18'45"E 75.75 FEET, N42°27'28"E 75.75 FEET, N34°50'38"E 72.22 FEET, N31°55'16"E 60.00 FEET, N58°04'44"W 140.00 FEET, N31°55'16"E 54.59 FEET, AND N41°40'00"W 485.97 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 18.42 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

SHEET INDEX

| SHEET NO. | DESCRIPTION |
|-----------|---------------------------------|
| 1 | TITLE AND DESCRIPTIONS |
| 2 | SURVEY COMPOSITE PLAN |
| 3 | SURVEY PLAN UNITS 1-9 & 35-44 |
| 4 | SURVEY PLAN UNITS 10-34 |
| 5 | SITE PLAN UNITS 1-9 & 35-44 |
| 6 | SITE PLAN UNITS 10-34 |
| 7 | EASEMENT PLAN UNITS 1-9 & 35-44 |
| 8 | EASEMENT PLAN UNITS 10-34 |
| 9 | UTILITY PLAN UNITS 1-9 & 35-44 |
| 10 | UTILITY PLAN UNITS 10-34 |
| 11 | PARCEL, LINE & CURVE TABLES |

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076

**TITLE AND DESCRIPTIONS
 MAJESTIC LAKES ESTATES**

1

Know what's below.
 Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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| | | | |
|------------------------|---|----------|------|
| SECTION 26 | TOWN 03 | RANGE 07 | EAST |
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES | | |
| DATE | 11/27/2018 | | |
| TOWNSHIP | YPSILANTI TOWNSHIP | | |
| COUNTY | WASHTENAW COUNTY, MICHIGAN | | |
| TITLE AND DESCRIPTIONS | TITLE AND DESCRIPTIONS | | |
| REVISIONS | | | |
| DR. | SW | CH. | LMD |
| P.M. | L.DROUILLARD | | |
| BOOK | -- | | |
| JOB | 14000914 | | |
| SHEET NO. | 1 | | |

CAD FILE: 14000914-CB-01.DWG

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SCALE
1" = 100 FEET

0 50 100

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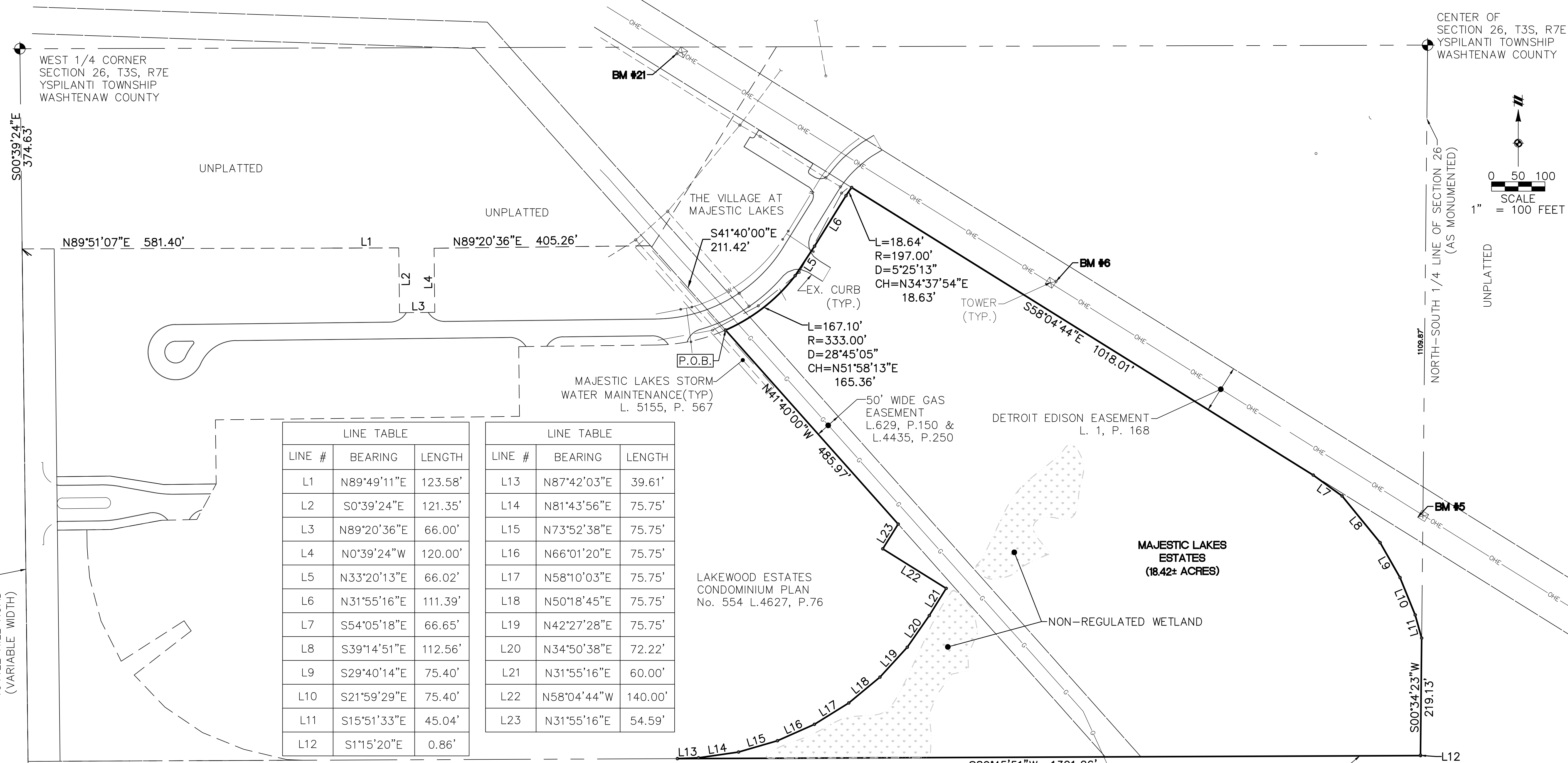
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TOWN 03 SOUTH, RANGE 07 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
DIVERSE REAL ESTATE LLC
MAJESTIC LAKES ESTATES
SURVEY COMPOSITE PLAN

DATE 11/27/2018

REVISIONS

| | | | |
|-----------|--------------|-----|-----|
| DR. | SW | CH. | LMD |
| P.M. | L.DROUILLARD | | |
| BOOK | -- | | |
| JOB | 14000914 | | |
| SHEET NO. | 2 | | |



| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L1 | N89°49'11"E | 123.58' |
| L2 | S0°39'24"E | 121.35' |
| L3 | N89°20'36"E | 66.00' |
| L4 | N0°39'24"W | 120.00' |
| L5 | N33°20'13"E | 66.02' |
| L6 | N31°55'16"E | 111.39' |
| L7 | S54°05'18"E | 66.65' |
| L8 | S39°14'51"E | 112.56' |
| L9 | S29°40'14"E | 75.40' |
| L10 | S21°59'29"E | 75.40' |
| L11 | S15°51'33"E | 45.04' |
| L12 | S1°15'20"E | 0.86' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L13 | N87°42'03"E | 39.61' |
| L14 | N81°43'56"E | 75.75' |
| L15 | N73°52'38"E | 75.75' |
| L16 | N66°01'20"E | 75.75' |
| L17 | N58°10'03"E | 75.75' |
| L18 | N50°18'45"E | 75.75' |
| L19 | N42°27'28"E | 75.75' |
| L20 | N34°50'38"E | 72.22' |
| L21 | N31°55'16"E | 60.00' |
| L22 | N58°04'44"W | 140.00' |
| L23 | N31°55'16"E | 54.59' |

LEGEND

- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER.
CONCRETE MONUMENT
- ⊕ SECTION CORNER
- P.O.B. PLACE OF BEGINNING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORD
- EX. STORM
- EX. SANITARY
- EX. WATER MAIN
- EX. OVERHEAD LINES
- EX. GAS
- EX. CATCH BASIN/ MANHOLE
-) EX. END SECTION
- > EX. HYDRANT
- ⊙ EX. VALVE

NOTES:

- BEARINGS ARE BASED ON LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, WASHTENAW COUNTY RECORDS
- THIS SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA, PER FEMA FIRM MAP PANEL No. 26161C0430E, EFFECTIVE DATE APRIL 3, 2012.

SURVEYOR'S CERTIFICATE:

I, LISA M. DROUILLARD, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

BENCHMARKS:

BENCHMARK #5
TOP OF HORIZONTAL ANGLE IRON CROSS BRACING
AT WESTERLY LEG OF TOWER #761
ELEVATION 710.06 (NAVD88)

BENCHMARK #6
TOP OF HORIZONTAL ANGLE IRON CROSS BRACING
AT WESTERLY LEG OF TOWER #760
ELEVATION 711.11 (NAVD88)

BENCHMARK #21
TOP OF HORIZONTAL ANGLE IRON X-BRACE AT
WESTERLY LEG OF TOWER
ELEVATION 710.57 (NAVD88)



DATE _____

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

PROPOSED DATE - 11/27/2018

**SURVEY COMPOSITE PLAN
MAJESTIC LAKES ESTATES**

811
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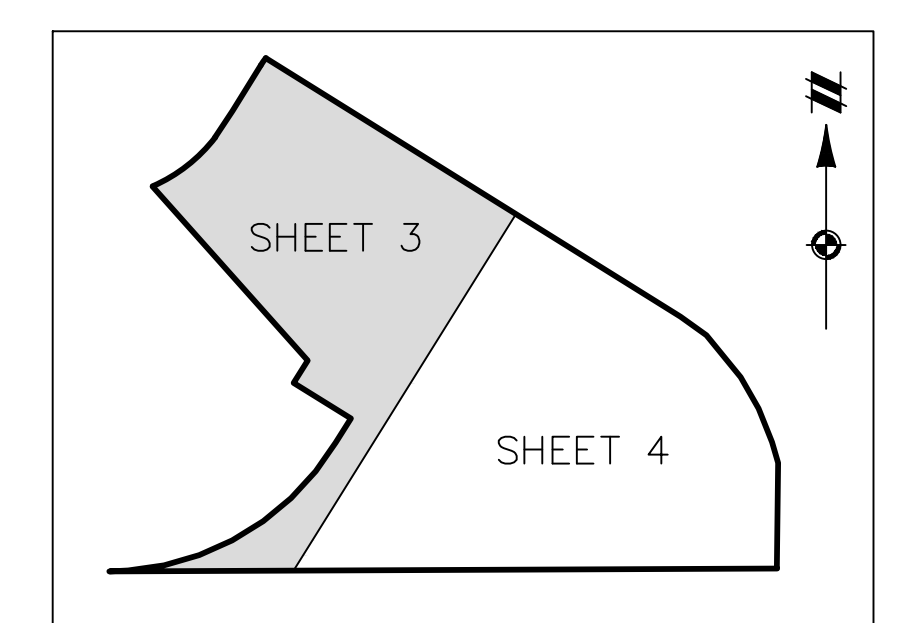
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MAJESTIC LAKES ESTATES

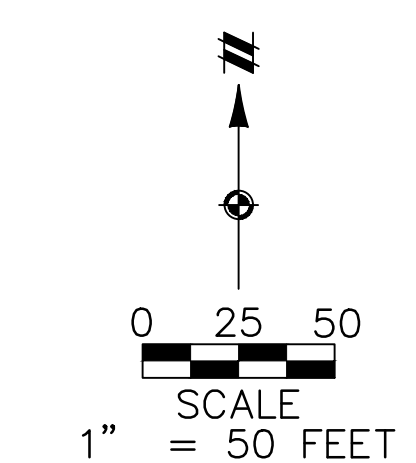
DATE 11/27/2018

REVISIONS

| | | | |
|-----------|--------------|-----|-----|
| DR. | SW | CH. | LMD |
| P.M. | L.DROUILLARD | | |
| BOOK | -- | | |
| JOB | 14000914 | | |
| SHEET NO. | 3 | | |



KEY MAP
NO SCALE



- LEGEND**
- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER,
CONCRETE MONUMENT
 - SET 1/2" x 18"
IRON ROD
 - ③ CURVE NUMBER
 - 27 UNIT NUMBER
 - R.O.W. RIGHT-OF-WAY
 - LINE CONTINUES

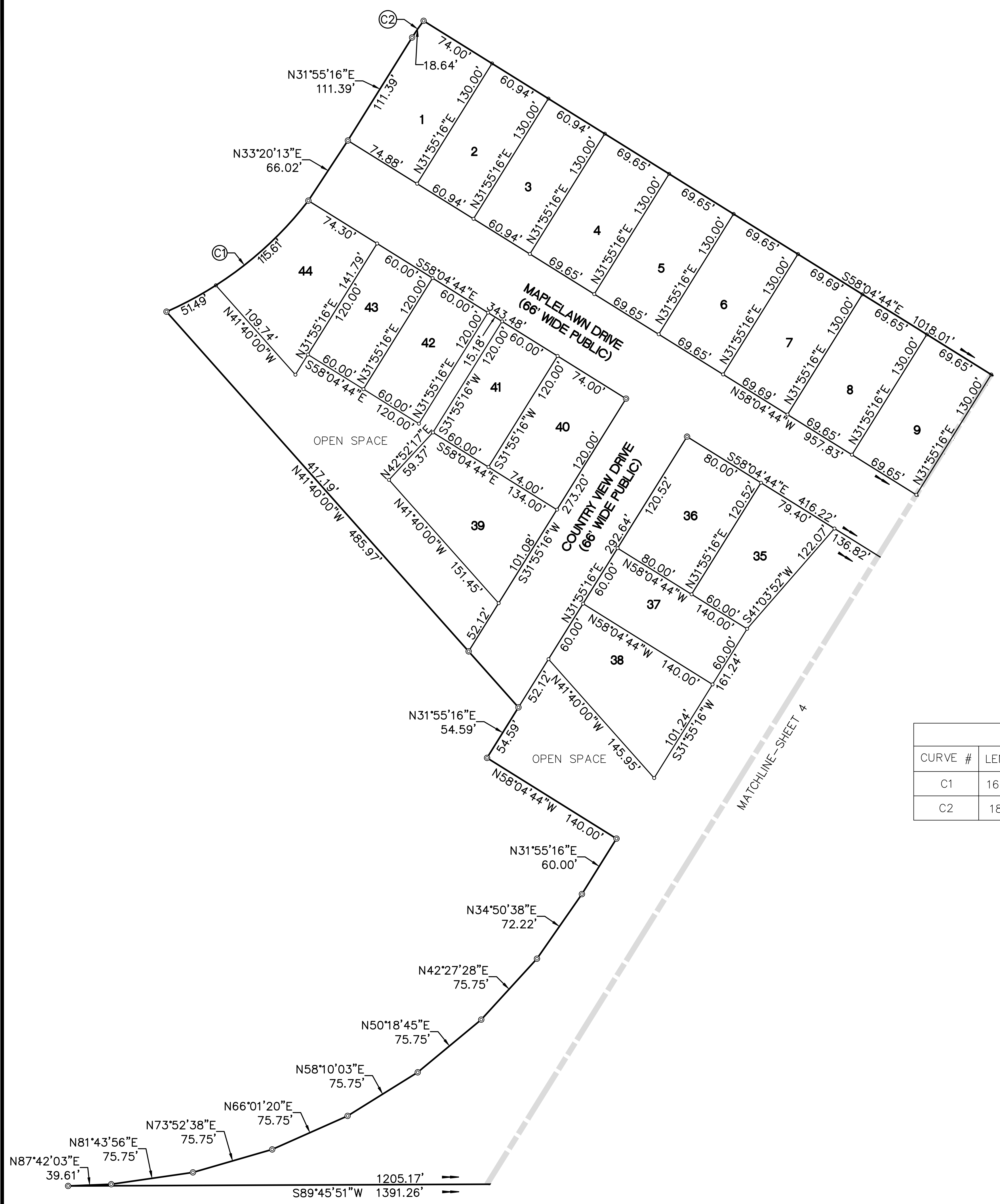
| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 167.10' | 333.00' | 28°45'05" | N51°58'11"E | 165.36' |
| C2 | 18.64' | 197.00' | 5°25'13" | N34°37'54"E | 18.63' |

- NOTES:
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
 - ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



SURVEY PLAN UNITS 1-9 & 35-44
MAJESTIC LAKES ESTATES

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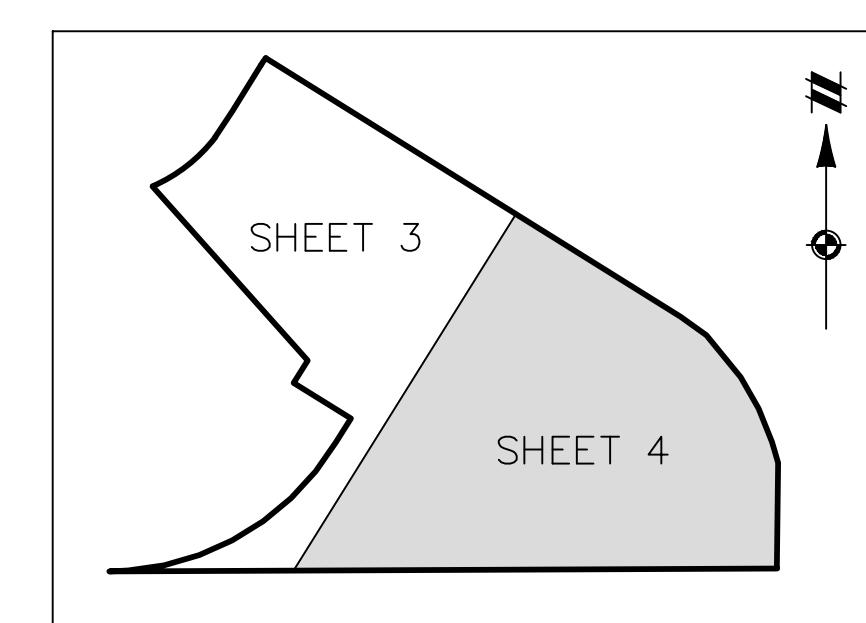
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YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC
MAJESTIC LAKES ESTATES
SURVEY PLAN UNITS 10-34

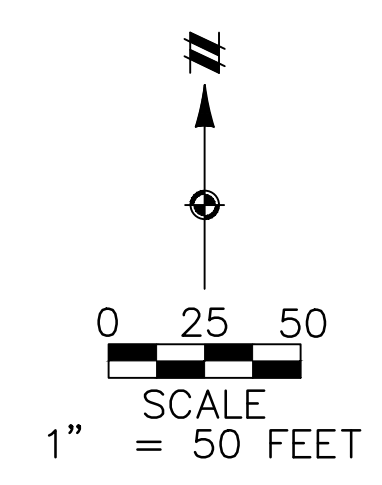
DATE: 11/27/2018

REVISIONS

DR. SW | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 4



KEY MAP
NO SCALE



| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C3 | 69.38' | 263.00' | 15°06'50" | S24°21'51"W | 69.18' |
| C4 | 34.15' | 50.00' | 39°08'12" | S36°22'32"W | 33.49' |
| C5 | 359.34' | 75.00' | 274°31'08" | S81°18'56"E | 101.80' |
| C6 | 56.52' | 50.00' | 64°46'05" | N6°11'27"W | 53.56' |
| C7 | 19.69' | 197.00' | 5°43'41" | N29°03'26"E | 19.69' |
| C8 | 354.06' | 357.00' | 56°49'29" | S29°39'59"E | 339.73' |
| C9 | 309.10' | 423.00' | 41°52'03" | S22°11'16"E | 302.27' |
| C10 | 60.83' | 263.00' | 13°15'07" | S35°38'11"W | 60.69' |
| C11 | 53.58' | 197.00' | 15°34'55" | S34°28'17"W | 53.41' |
| C12 | 44.36' | 423.00' | 6°00'30" | N55°04'29"W | 44.34' |

LEGEND

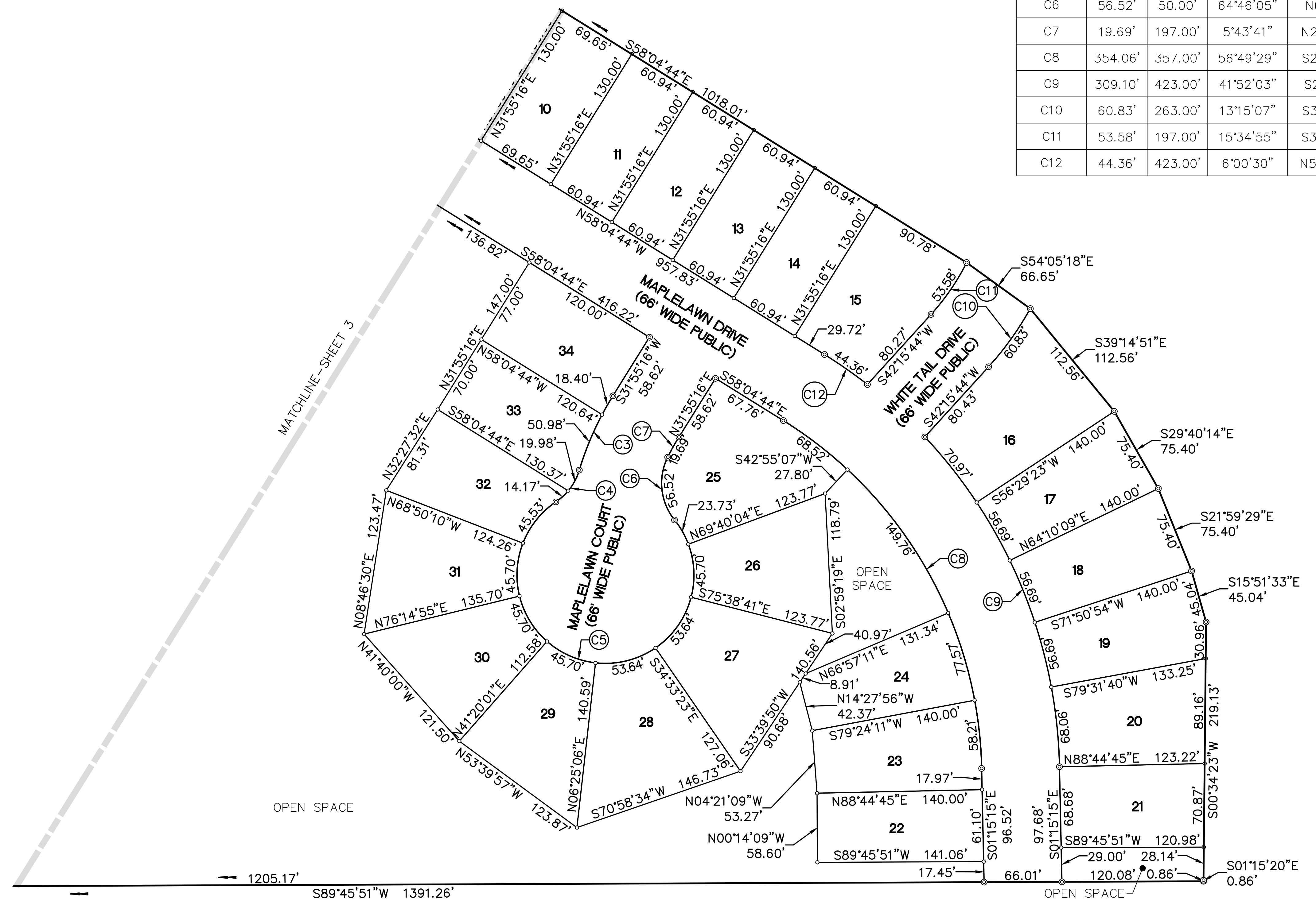
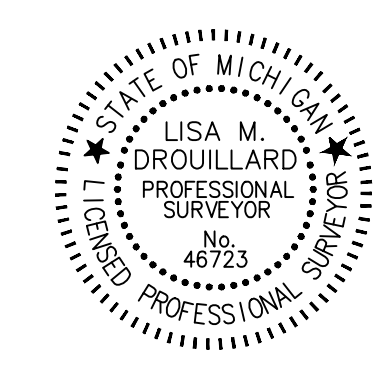
- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER
CONCRETE MONUMENT
- SET 1/2" x 18"
IRON ROD
- ③ CURVE NUMBER
- 27** UNIT NUMBER
- R.O.W. RIGHT-OF-WAY
- LINE CONTINUES

NOTES:

1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
2. A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
3. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 27, 2018

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



**SURVEY PLAN UNITS 10-34
MAJESTIC LAKES ESTATES**

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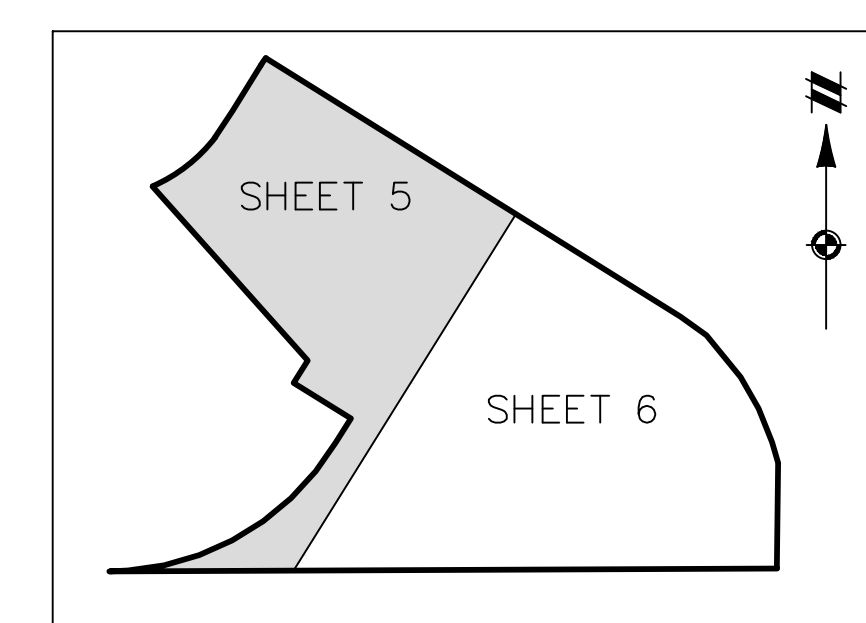
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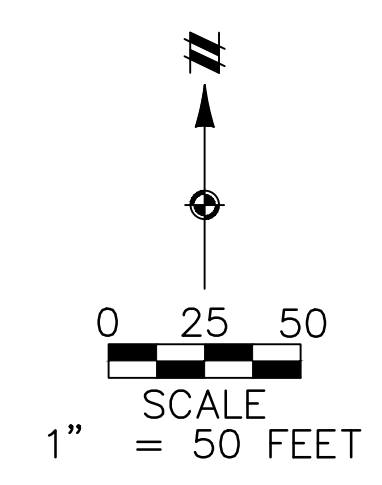
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KEY MAP
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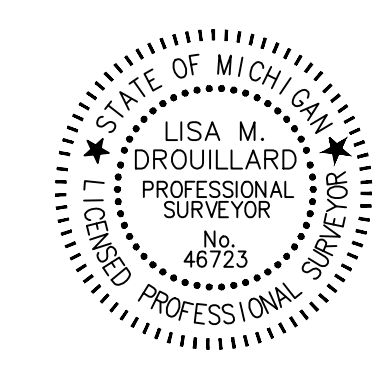


LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⬡ 12 COORDINATE POINT
- 27 UNIT NUMBER
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ⊙ CC CONCRETE CURB
- ⊙ BP BITUMINOUS PAVEMENT
- ⊙ CW CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

- NOTES:
1. ALL STREET IMPROVEMENTS SHOWN MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILDING SITES ONLY.
 4. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



POINT TABLE

| POINT # | NORTHING | EASTING |
|---------|----------|----------|
| 1 | 12140.82 | 11290.49 |
| 2 | 12242.69 | 11420.75 |
| 3 | 12297.85 | 11457.03 |
| 4 | 12392.40 | 11515.93 |
| 5 | 12407.72 | 11526.52 |
| 6 | 12336.37 | 11641.05 |
| 7 | 12267.32 | 11751.90 |
| 8 | 12193.67 | 11870.12 |
| 9 | 12120.00 | 11988.39 |
| 45 | 11338.73 | 11200.22 |
| 46 | 11340.32 | 11239.80 |
| 47 | 11351.21 | 11314.76 |
| 48 | 11372.25 | 11387.53 |
| 49 | 11403.03 | 11456.74 |

POINT TABLE

| POINT # | NORTHING | EASTING |
|---------|----------|----------|
| 50 | 11442.99 | 11521.10 |
| 51 | 11491.36 | 11579.39 |
| 52 | 11547.25 | 11630.53 |
| 53 | 11606.52 | 11671.79 |
| 54 | 11657.44 | 11703.51 |
| 55 | 11731.47 | 11584.69 |
| 56 | 11777.80 | 11613.55 |
| 57 | 12026.18 | 11768.30 |
| 58 | 11849.86 | 11823.41 |
| 59 | 11713.01 | 11738.15 |
| 60 | 11829.19 | 11567.83 |
| 61 | 12061.08 | 11712.28 |
| 62 | 12030.08 | 11535.10 |
| 63 | 12069.83 | 11471.29 |

SITE PLAN UNITS 1-9 & 35-44
MAJESTIC LAKES ESTATES

| | | | |
|------------|---|----------------|------|
| SECTION 26 | TOWN 03 | SOUTH RANGE 07 | EAST |
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES | | |
| DATE | 11/27/2018 | | |
| REVISIONS | | | |
| DR. | SW | CH. | LMD |
| BOOK | P.M. L.DROUILLARD | | |
| JOB | 14000914 | | |
| SHEET NO. | 5 | | |

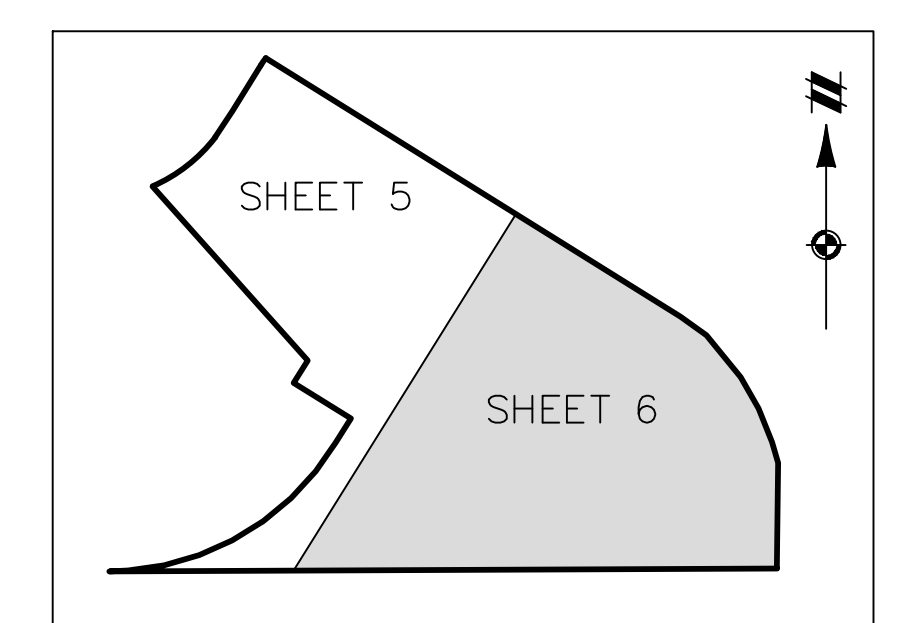
811
Know what's below.
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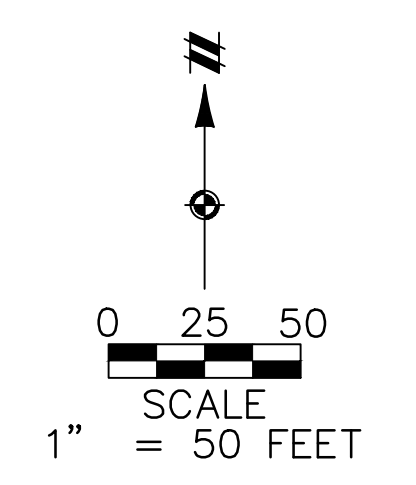
NOTICE:
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248.447.2000



KEY MAP
NO SCALE



| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 10 | 12046.35 | 12106.61 |
| 11 | 11981.90 | 12210.07 |
| 12 | 11917.45 | 12313.53 |
| 13 | 11869.45 | 12390.58 |
| 14 | 11825.41 | 12360.35 |
| 15 | 11766.01 | 12306.37 |
| 16 | 11791.39 | 12270.02 |
| 17 | 11721.50 | 12355.10 |
| 18 | 11781.03 | 12409.20 |
| 19 | 11830.36 | 12444.56 |
| 20 | 11743.18 | 12515.78 |
| 21 | 11677.67 | 12553.10 |
| 22 | 11607.76 | 12581.33 |
| 23 | 11564.42 | 12593.65 |
| 25 | 11345.32 | 12591.45 |
| 26 | 11344.46 | 12591.47 |
| 27 | 11343.96 | 12471.39 |

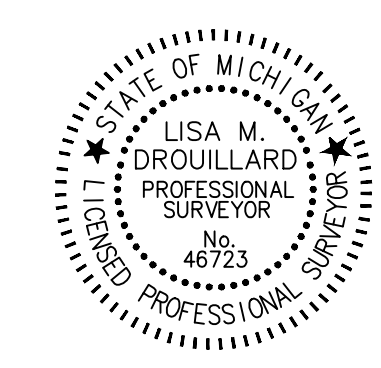
| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 28 | 11441.62 | 12469.25 |
| 29 | 11440.17 | 12403.27 |
| 30 | 11343.68 | 12405.38 |
| 31 | 11360.55 | 12263.94 |
| 32 | 11572.12 | 12374.86 |
| 33 | 11554.80 | 12276.72 |
| 34 | 11389.99 | 12060.09 |
| 35 | 11554.15 | 11879.53 |
| 36 | 11666.37 | 12042.19 |
| 37 | 11693.33 | 12062.05 |
| 38 | 11756.35 | 12090.59 |
| 39 | 11806.10 | 12121.58 |
| 40 | 11735.37 | 12235.12 |
| 41 | 11771.20 | 12177.60 |
| 42 | 11721.45 | 12146.61 |
| 43 | 11704.24 | 12137.05 |
| 44 | 11651.00 | 12142.82 |

LEGEND

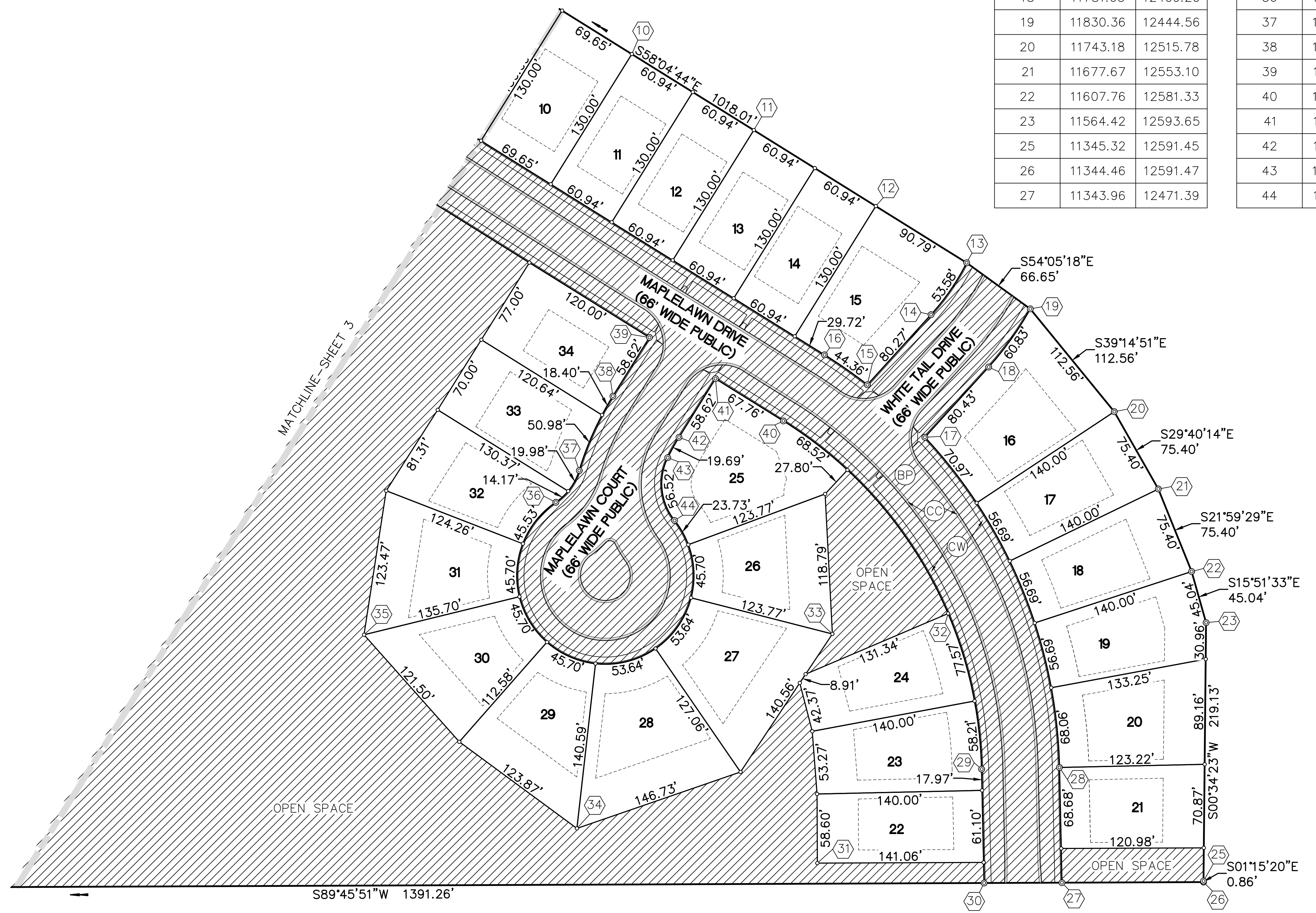
- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⬡ 12 COORDINATE POINT
- 27 UNIT NUMBER
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ⊙ CC CONCRETE CURB
- ⊙ BP BITUMINOUS PAVEMENT
- ⊙ CW CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

NOTES:
1. ALL STREET IMPROVEMENTS SHOWN MUST BE BUILT.
2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
3. THE UNITS ARE BUILDING SITES ONLY.
4. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



**SITE PLAN UNITS 10-34
MAJESTIC LAKES ESTATES**

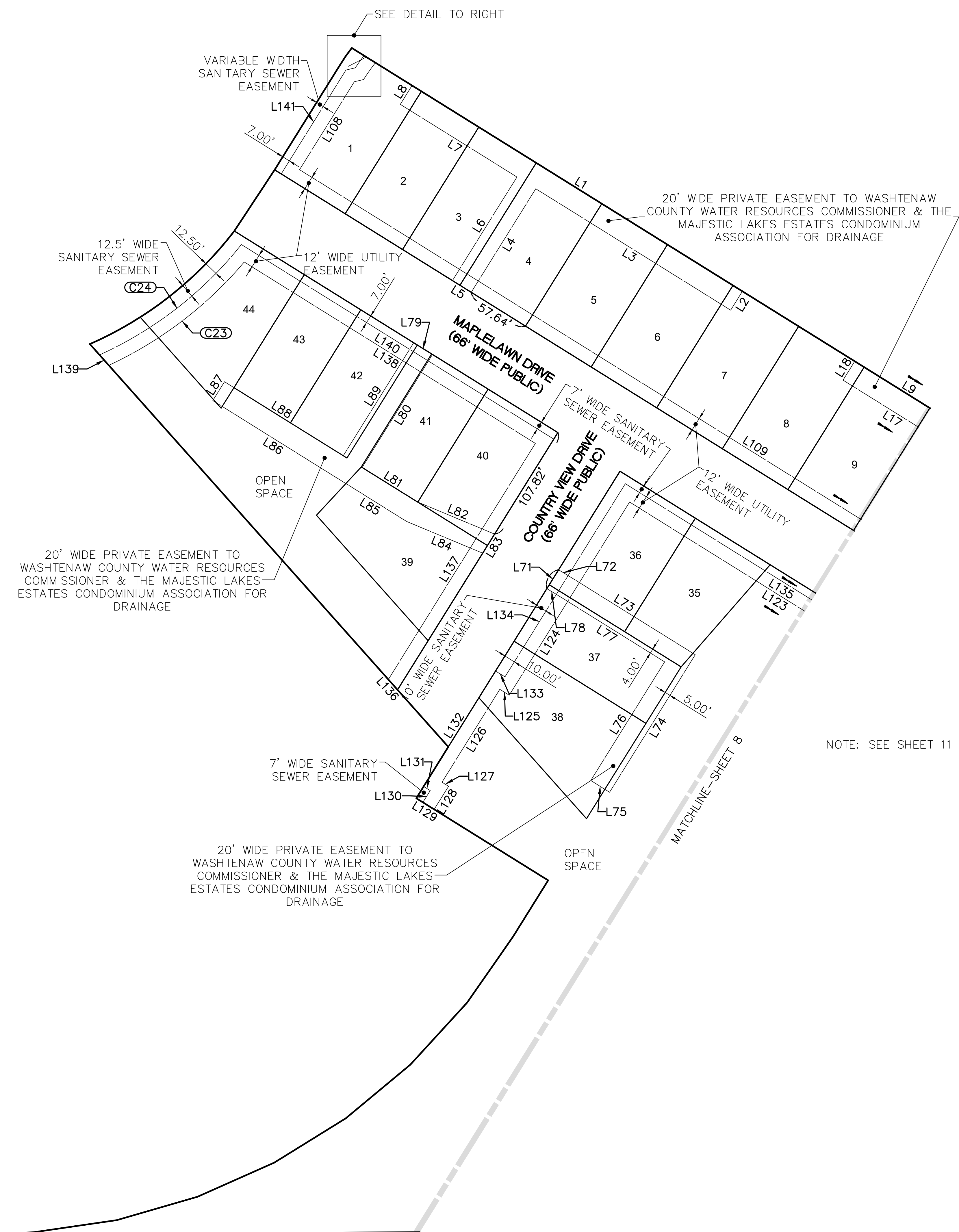
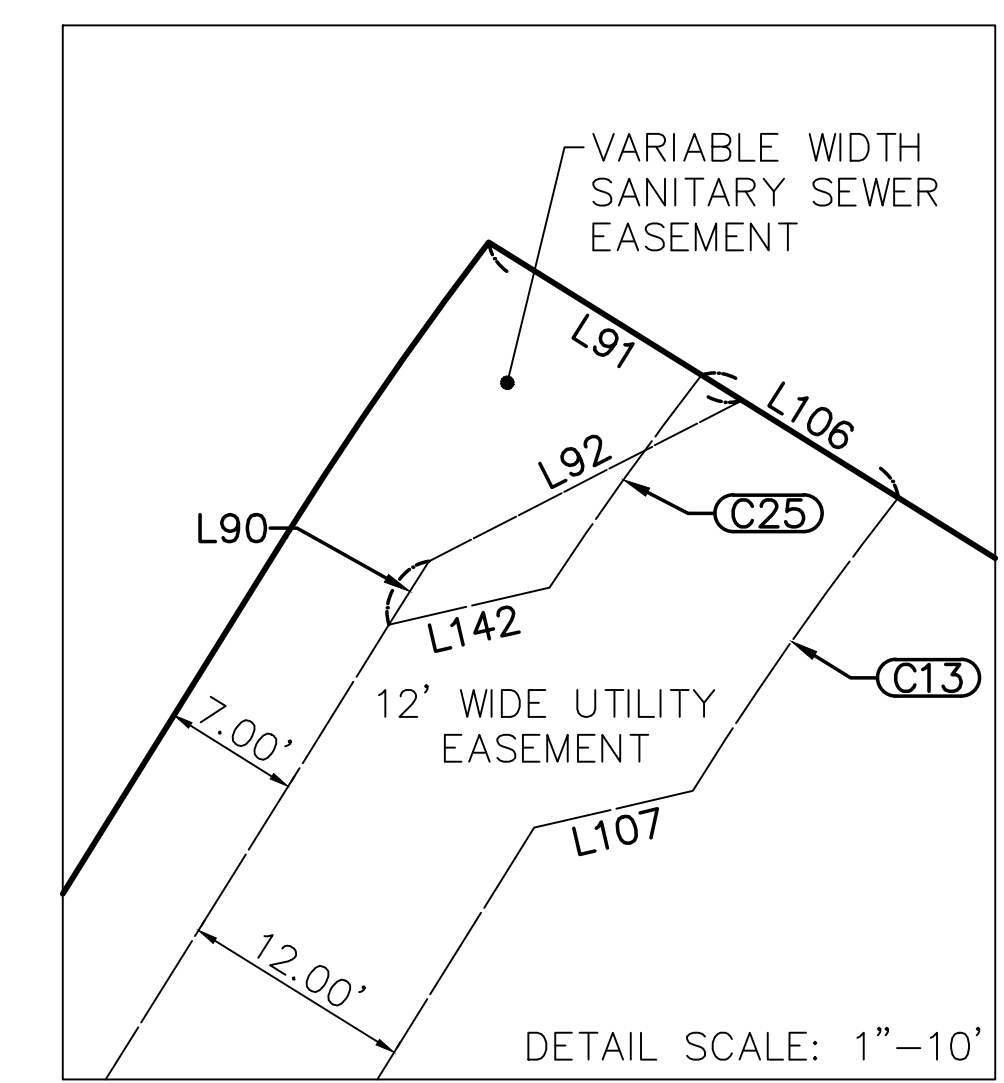
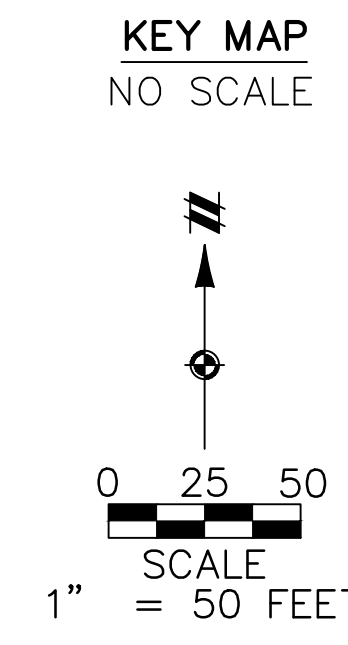
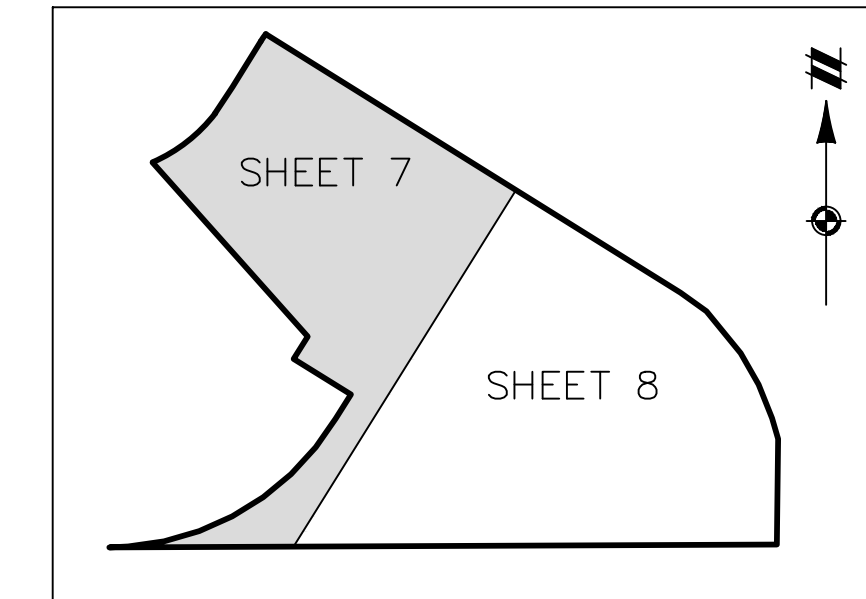
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|-----------|---|
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES |
| SECTION | 26 |
| TOWN | 03 SOUTH, RANGE 07 EAST |
| TOWNSHIP | YPSILANTI TOWNSHIP |
| COUNTY | WASHTENAW COUNTY, MICHIGAN |
| DATE | 11/27/2018 |
| REVISIONS | |
| DR. | SW CH. LMD |
| P.M. | L.DROUILLARD |
| BOOK | -- |
| JOB | 14000914 |
| SHEET NO. | 6 |

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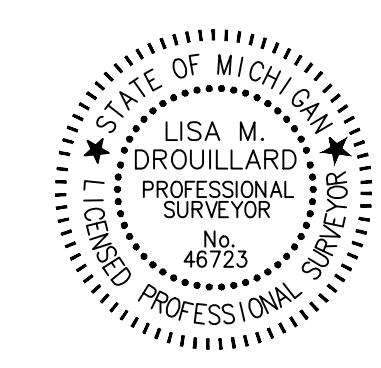
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NOTE: SEE SHEET 11 FOR LINE & CURVE TABLES

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ATWELL, LLC
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EASEMENT PLAN UNITS 1-9 & 35-44 MAJESTIC LAKES ESTATES

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|----------------------------|---------|----------|------|
| SECTION 26 | TOWN 03 | RANGE 07 | EAST |
| YPSILANTI TOWNSHIP | | | |
| WASHTENAW COUNTY, MICHIGAN | | | |

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|-----------|---|
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES |
| DATE | 11/27/2018 |
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| BOOK -- | | | |
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| SHEET NO. 7 | | | |

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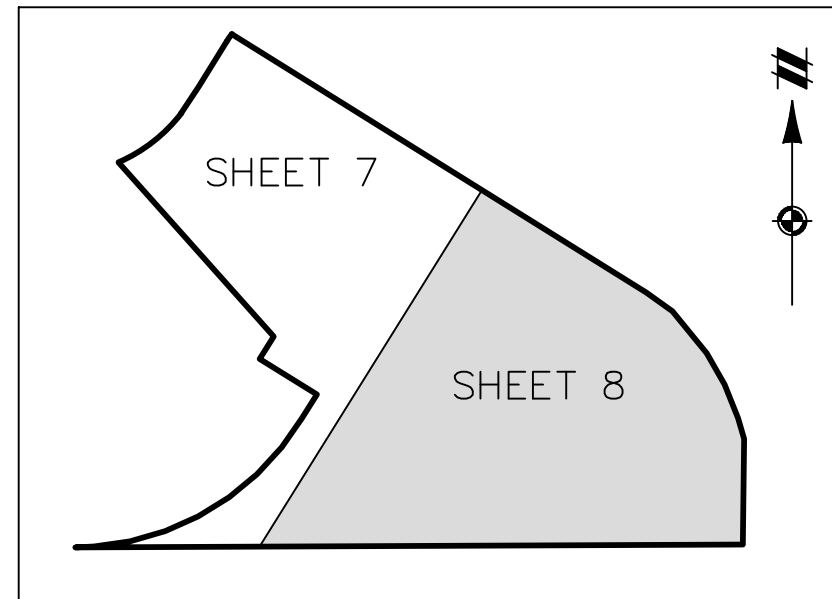
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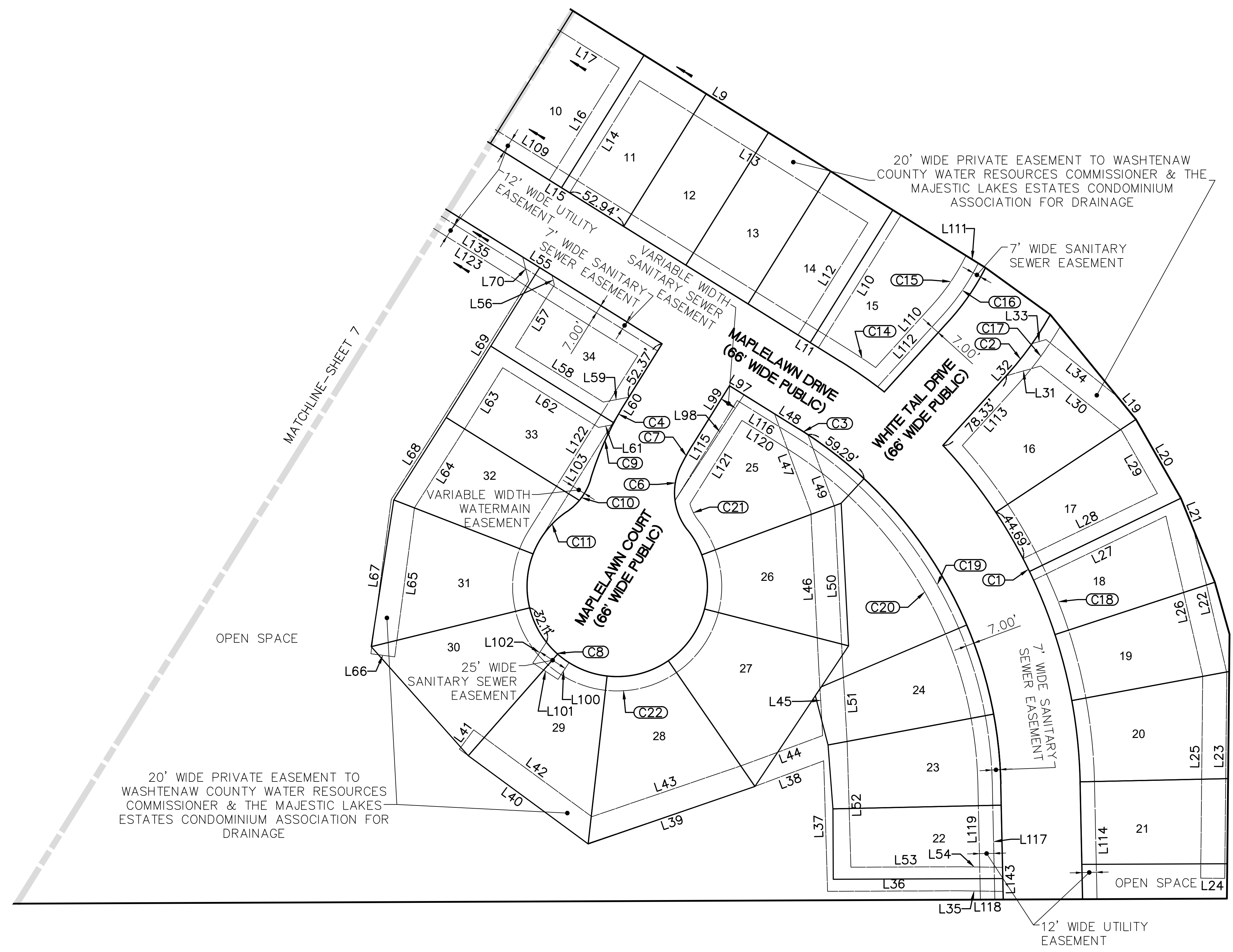
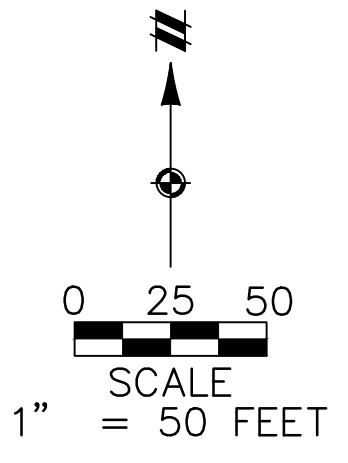
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KEY MAP
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NOTE: SEE SHEET 11 FOR LINE & CURVE TABLES

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

**EASEMENT PLAN UNITS 10-34
MAJESTIC LAKES ESTATES**

| | | | |
|----------------------------|---------|----------------|------|
| SECTION 26 | TOWN 03 | SOUTH RANGE 07 | EAST |
| YPSILANTI TOWNSHIP | | | |
| WASHTENAW COUNTY, MICHIGAN | | | |

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|-----------|---|
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES |
| DATE | 11/27/2018 |
| REVISIONS | |

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|-------------------|----|-----|-----|
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| P.M. L.DROUILLARD | | | |
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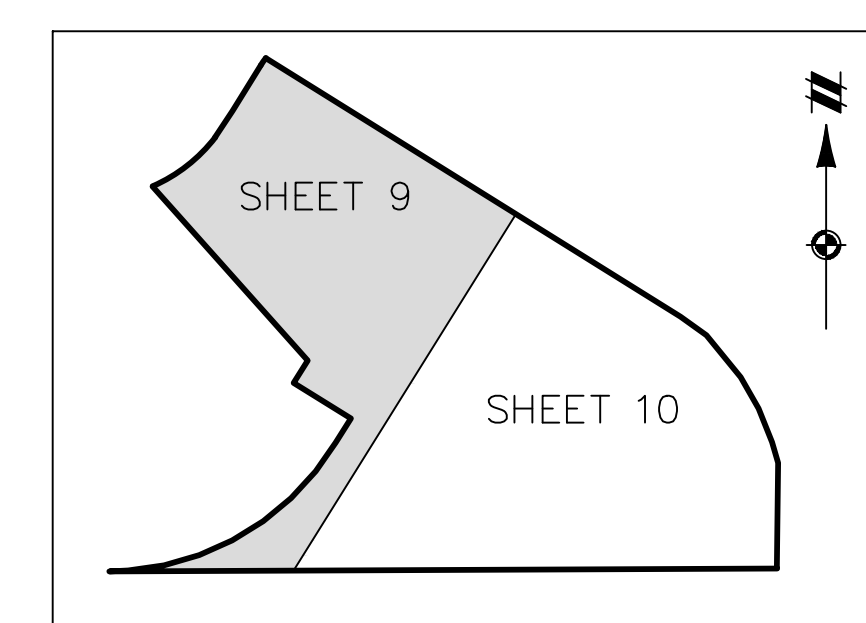
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|----------------------------|------|
| SECTION 26 | EAST |
| TOWN 03 SOUTH, RANGE 07 | |
| YPSILANTI TOWNSHIP | |
| WASHTENAW COUNTY, MICHIGAN | |

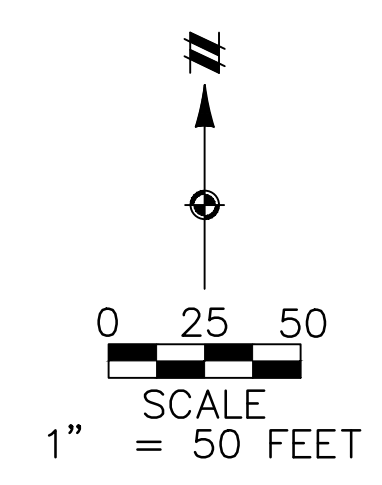
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|--------------|---|
| CLIENT | DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES |
| UTILITY PLAN | UNITS 1-9, 35-44 |

| | |
|-----------|------------|
| DATE | 11/27/2018 |
| REVISIONS | |

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| BOOK | | | |
| JOB | 14000914 | | |
| SHEET NO. | 9 | | |



KEY MAP
NO SCALE

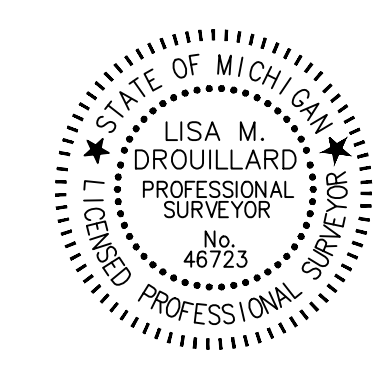


LEGEND

| | |
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| | PR. STORM |
| | PR. SANITARY |
| | PR. WATERMAIN |
| | PR. MANHOLE |
| | PR. CATCH BASIN |
| | PR. HYDRANT |
| | PR. GATE VALVE |
| | EXIST. STORM SEWER |
| | EXIST. SANITARY |
| | EXIST. WATERMAIN |

- NOTES:
1. ALL UTILITY IMPROVEMENTS SHOWN MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILDING SITES ONLY.
 4. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY YPSILANTI TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS.
 5. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY AT&T, WITH CABLEVISION AS DETERMINED BY COMCAST, WITH ELECTRIC BY DTE AND GAS BY MICHCON.
 6. ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS AND ATWELL TOPOGRAPHIC SURVEY
 7. ALL SANITARY LEADS ARE 6" DIAMETER.
 8. ALL WATER LEADS ARE 1" DIAMETER.
 9. ALL STORM LEADS ARE 4" IN DIAMETER.
 10. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
 11. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION ARE NOT SHOWN HEREIN.

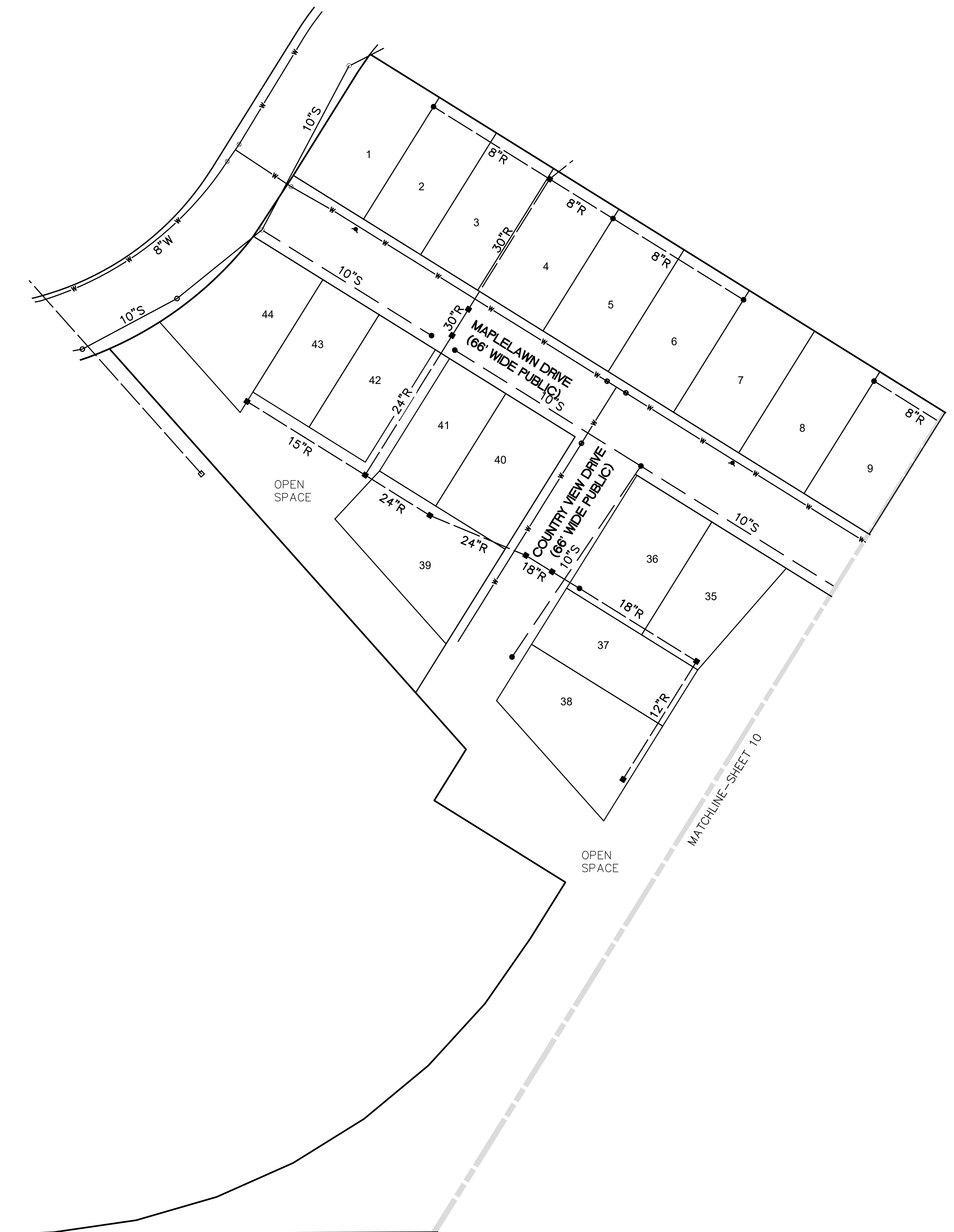
PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

**UTILITY PLAN UNITS 1-9, 35-44
 MAJESTIC LAKES ESTATES**

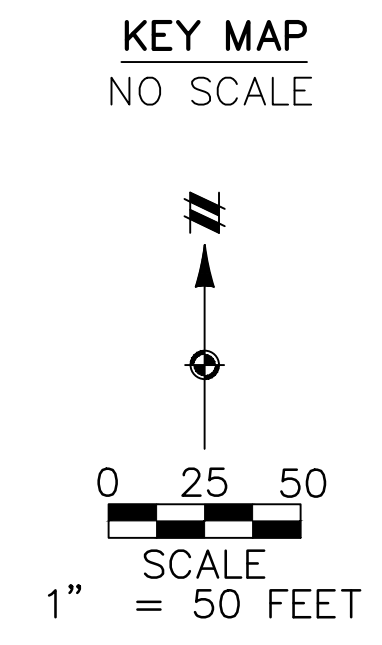
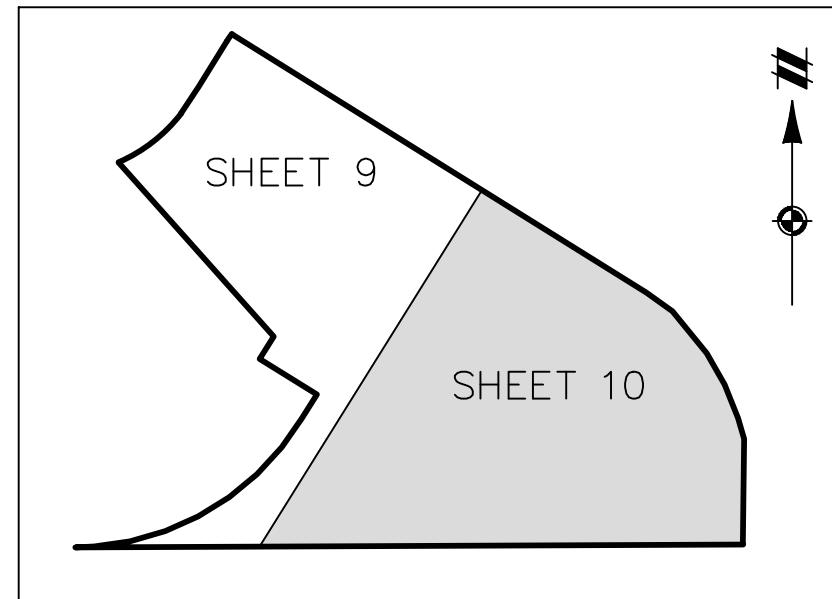
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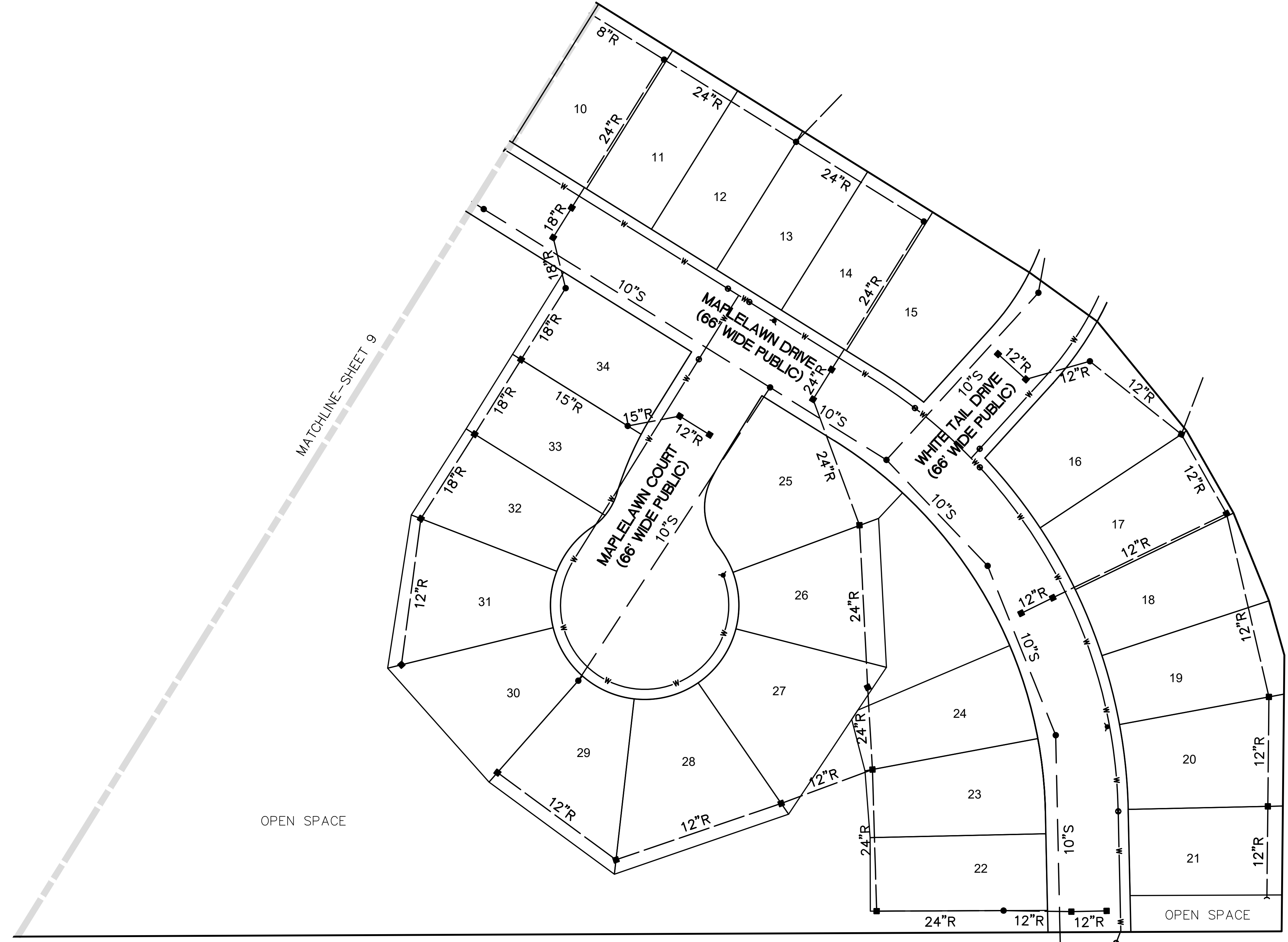
| | |
|--|--------------------|
| | PR. STORM |
| | PR. SANITARY |
| | PR. WATERMAIN |
| | PR. MANHOLE |
| | PR. CATCH BASIN |
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PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
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OPEN SPACE

OPEN SPACE

**UTILITY PLAN UNITS 10-34
 MAJESTIC LAKES ESTATES**

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|------------|----------------------------|----------------|------|
| SECTION 26 | TOWN 03 | SOUTH RANGE 07 | EAST |
| | YPSILANTI TOWNSHIP | | |
| | WASHTENAW COUNTY, MICHIGAN | | |

CLIENT: DIVERSE REAL ESTATE LLC
 MAJESTIC LAKES ESTATES
 UTILITY PLAN UNITS 10-34

DATE: 11/27/2018

REVISIONS

| | | | |
|-------------------|----|-----|-----|
| DR. | SW | CH. | LMD |
| P.M. L.DROUILLARD | | | |
| BOOK -- | | | |
| JOB 14000914 | | | |
| SHEET NO. 10 | | | |

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SECTION 26 TOWN 03 SOUTH, RANGE 07 EAST YPSILANTI TOWNSHIP WASHINGTON COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC MAJESTIC LAKES ESTATES

DATE: 11/27/2018

Table with columns for REVISIONS, DR., SW., CH., LMD, P.M., L.DROUILLARD, BOOK, JOB, SHEET NO.

DR. SW. CH. LMD P.M. L.DROUILLARD BOOK -- JOB 14000914 SHEET NO. 11

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L1 to L40.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L41 to L80.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L81 to L126.

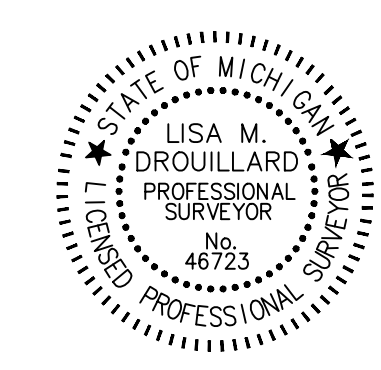
LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L127 to L143.

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, DELTA, CHD. BEARING, CHORD. Rows C1 to C25.

Parcel Table with columns: Parcel #, Area. Rows 1 to 22.

Parcel Table with columns: Parcel #, Area. Rows 23 to 44.

PROPOSED DATED - NOVEMBER 27, 2018



LISA M. DROUILLARD LICENSED PROFESSIONAL SURVEYOR NO. 46723 ATWELL, LLC TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 (248) 447.2000

PARCEL, LINE & CURVE TABLES MAJESTIC LAKES ESTATES

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

NOV 15 2018

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

NOV 19 2018

ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

| | | |
|---|----------|----------|
| Name | | |
| Brandon J. Muller | | |
| Address | | |
| c/o Clark Hill PLC, 151 S. Old Woodward Avenue, Suite 200 | | |
| City | State | Zip Code |
| Birmingham | Michigan | 48009 |

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If left blank document will be mailed to the registered office.

[Empty box]

ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: MAJESTIC LAKES ESTATES CONDOMINIUM ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Majestic Lakes Estates, a condominium project located or to be located in the Township of Ypsilanti, Washtenaw County, Michigan (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

\$20 CHAC 1866338

Handwritten initials

ARTICLE II - PURPOSES (Continued)

- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III - BASIS OF ORGANIZATION AND ASSETS

The corporation is organized upon a non-stock, membership basis.

The description and value of the corporation's real property and personal property assets are:

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

The corporation is to be financed under the following general plan: Assessment of members.

ARTICLE IV - ADDRESS AND RESIDENT AGENT

- 1. The name of the resident agent at the registered office is: Christine Metiva
- 2. The address of its registered office in Michigan is: 39525 Thirteen Mile Road, Suite 250, Novi, MI 48377
- 3. The mailing address of the registered office in Michigan if different than above: _____

ARTICLE V - INCORPORATOR

The name and address of the incorporator is as follows: Diverse Real Estate LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

ARTICLE VI - EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VII - MEMBERSHIP AND VOTING

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

- (a) Each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership.

ARTICLE VII - MEMBERSHIP AND VOTING (Continued)

- (b) Membership in the corporation shall be established by acquisition of fee simple title or equitable title to a Unit in the Condominium and the furnishing of evidence of same satisfactory to the corporation (except that S.E. Michigan Land Holding LLC shall become a member immediately upon establishment of the Condominium by reason of its ownership of all of the land upon which the Condominium is situated at the time of establishment of the Condominium), the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VIII - LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

No volunteer director and/or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for any action taken or any failure to take any action as a director or volunteer officer, except liability for any of the following: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of Section 551 of the Act; (iv) an intentional criminal act; or (v) a liability imposed under Section 497(a) of the Act. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation of personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article VIII shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE IX - ASSUMPTION OF LIABILITY OF VOLUNTEERS

The corporation hereby assumes liability for all acts or omissions of all volunteer directors, volunteer officers, or other volunteers, if all of the following are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Act of 1956, being Section 500.3135 of the Michigan Compiled Laws.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS

The requirements of this Article shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Corporation or collect delinquent assessments. The requirements of this Article will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil actions the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the corporation's commencement of any civil action other than action to enforce by Bylaws of the corporation or to collect delinquent assessments:

- (a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS (Continued)

- (b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:
- (1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:
 - (A) it is in the best interests of the corporation to file a lawsuit;
 - (B) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
 - (C) litigation is the only prudent, feasible and reasonable alternative; and
 - (D) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.
 - (2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:
 - (A) the number of years the litigation attorney has practiced law; and
 - (B) the experience of the attorney in representing condominium and homeowners associations.
 - (3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
 - (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
 - (5) The litigation attorney's proposed written fee agreement.
 - (6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article.
- (c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the Independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.
- (d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

- (e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.
- (f) All legal fees incurred in pursuit of any civil action that is subject of this Article shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.
- (g) During the course of any civil action authorized by the members pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:
- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
 - (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
 - (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
 - (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
 - (5) Whether the originally estimated total cost of the civil action remains accurate.
- (h) The Board shall meet monthly during the course of any civil action to discuss and review:
- (1) the status of the litigation;
 - (2) the status of settlement efforts, if any; and
 - (3) the attorney's written report.
- (i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.
- (j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article ("litigation expenses") shall be fully disclosed to the members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.


ARTICLE XI - AMENDMENTS

These Articles of Incorporation may only be amended by the affirmative vote of not less than two-thirds (2/3's) in value of the votes of all members of the corporation.

Signed this 5th day of NOVEMBER, 2018.

INCORPORATOR:

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: 

Anthony F. Lombardo, its Authorized Agent

Nature Series

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



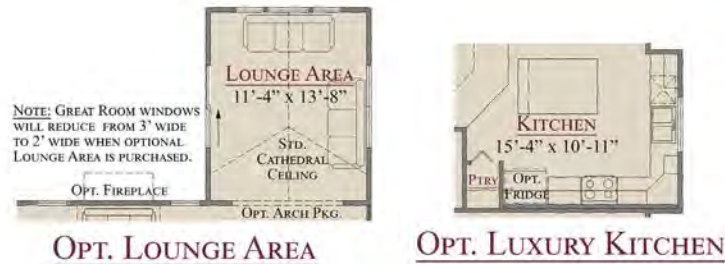
 **American Traditional**



 **American Classic**

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths



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Legacy Series

THE TAMARACK AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

1,385 Sq. Ft. | 3 Bedrooms | 2 Baths



 Elevation I



 Elevation J



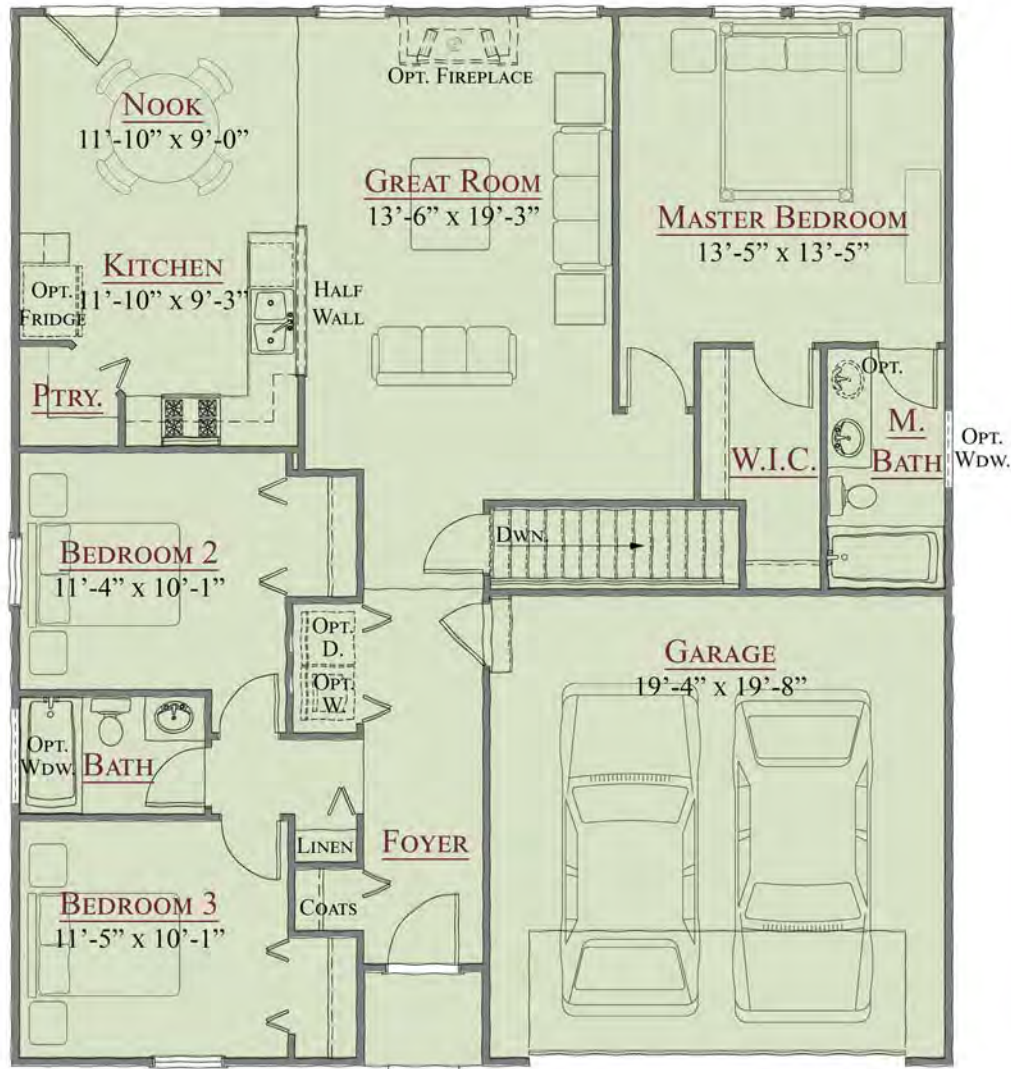
 Elevation F



 Elevation H

THE TAMARACK

1,385 Sq. Ft. | 3 Bedrooms | 2 Baths



FIRST FLOOR PLAN

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THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths




 **European Romantic**




 **Early American**




 **Craftsman**



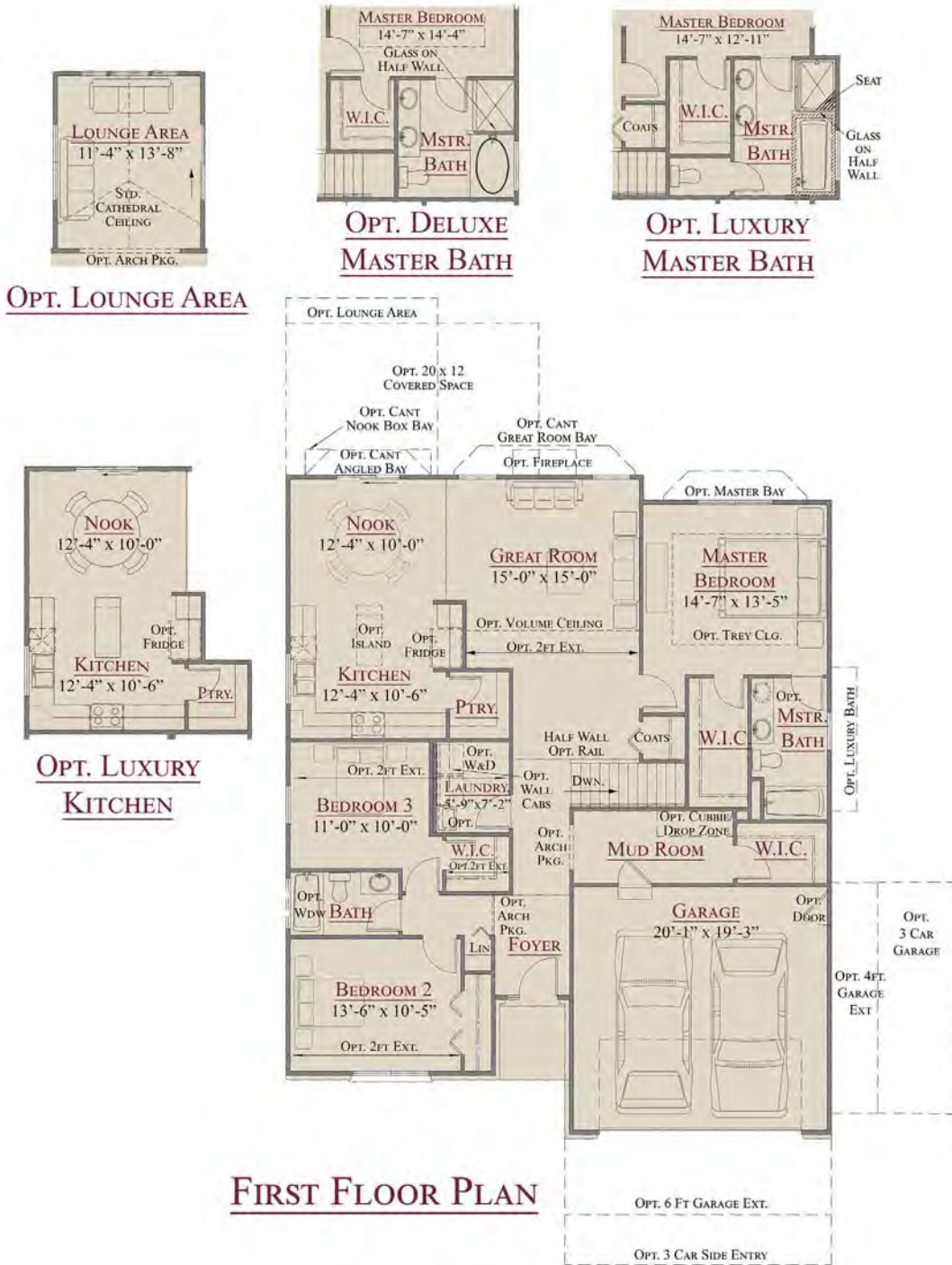
 **American Traditional**



 **American Country**

THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths



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Legacy Series

THE MANISTIQUE AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

1,808-1,821 Sq. Ft. | 3 Bedrooms | 2.5 Baths



 **Elevation I**



 **Elevation J**



 **Elevation F**



 **Elevation H**

THE MANISTIQUE

1,808-1,821 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE HARVEST

1,926-2,264 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



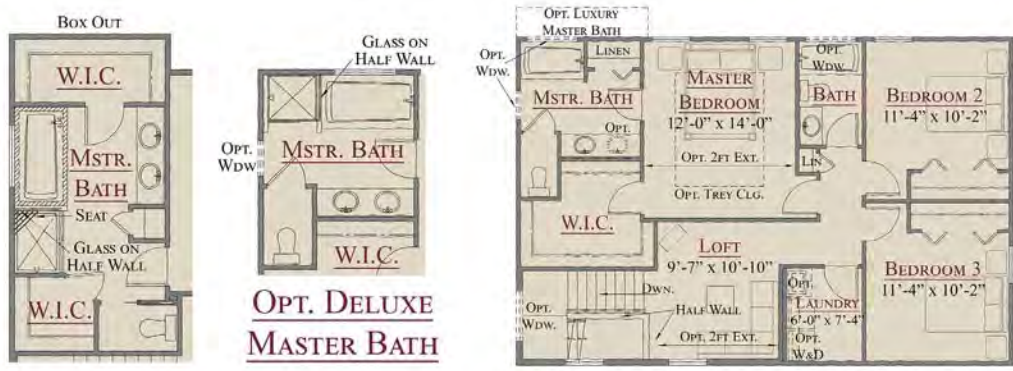
 **American Traditional**



 **American Colonial**

THE HARVEST

1,926-2,264 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN

OPT. LUXURY MASTER BATH

OPT. DELUXE MASTER BATH



FIRST FLOOR PLAN



OPT. LOUNGE AREA



OPT. LUXURY KITCHEN

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Nature Series

THE EDGEWATER

2,024-2,504 Sq. Ft. | 3-4 Bedrooms | 2.5 Baths

Lombardo
H • O • M • E • S



Craftsman



European Romantic



American Traditional



American Colonial

THE EDGEWATER

2,024-2,504 Sq. Ft. | 3-4 Bedrooms | 2.5 Baths



OPT. BEDROOM 4
I/L/O LOFT



SECOND FLOOR PLAN



OPT. DELUXE MASTER BATH



OPT. LUXURY MASTER BATH



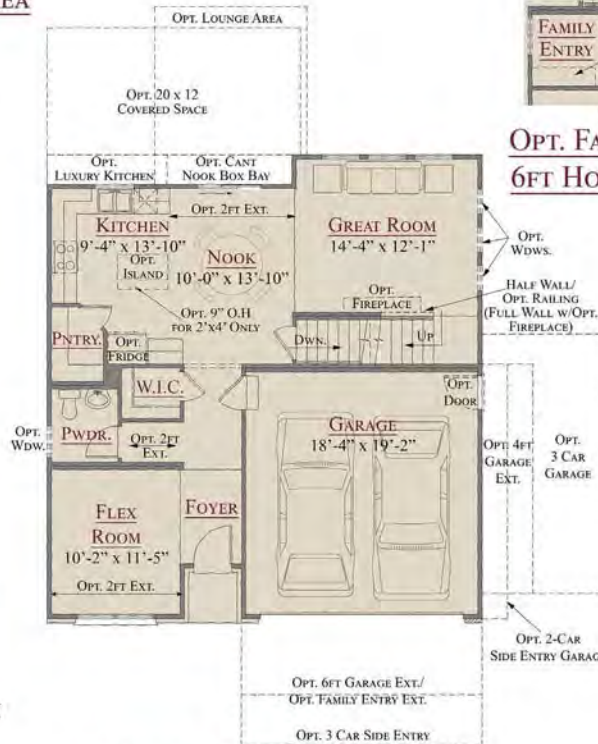
OPT. LOUNGE AREA



OPT. FAMILY ENTRY W/ 6FT HOUSE EXTENSION



OPT. LUXURY KITCHEN



FIRST FLOOR PLAN



OPT. STUDY
I/L/O FLEX ROOM

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Legacy Series

THE LUDINGTON AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,052-2,065 Sq. Ft. | 3 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



 Elevation H

THE LUDINGTON

2,052-2,065 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Legacy Series

THE CHARLEVOIX AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,161–2,174 Sq. Ft. | 3 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



 Elevation H



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Nature Series

THE LELAND

2,185-2,529 Sq. Ft. | 3-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE LELAND

2,185-2,529 Sq. Ft. | 3-5 Bedrooms | 2.5-3 Baths



**OPT. DELUXE
MASTER BATH**



**OPT. LUXURY
MASTER BATH**



**OPT.
FULL BATH
I/O
POWDER ROOM**



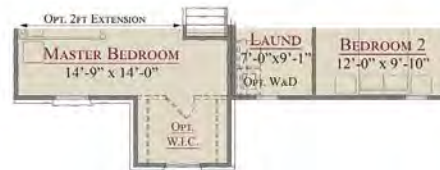
OPT. LOUNGE AREA



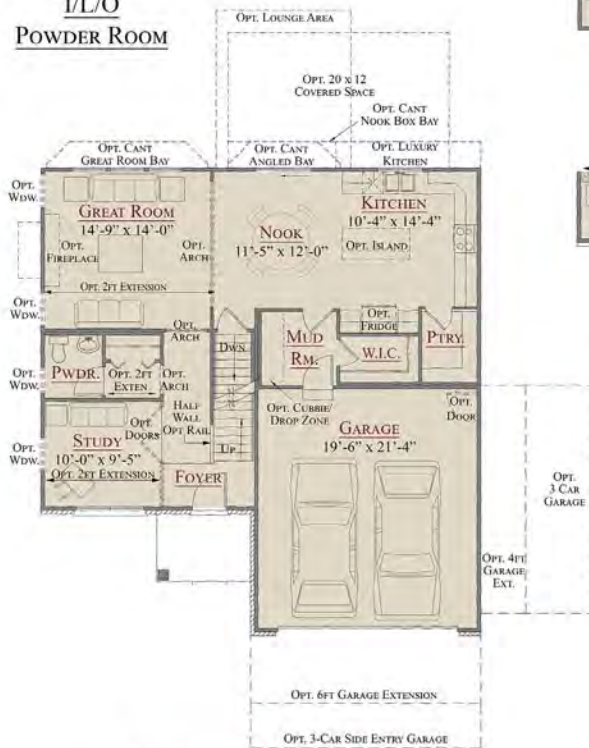
**OPT. BEDROOM 4
I/O LOFT**



SECOND FLOOR PLAN



**EUROPEAN ROMANTIC
PARTIAL 2ND FLOOR
(ADDS 54 S.F.)**



FIRST FLOOR PLAN



**OPT. LUXURY
KITCHEN**

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Legacy Series

THE PETOSKEY AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,320-2,333 Sq. Ft. | 4 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



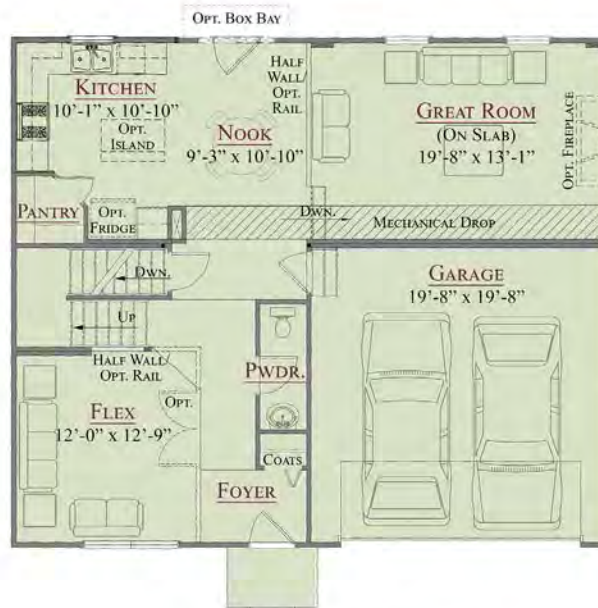
 Elevation H

THE PETOSKEY

2,320-2,333 Sq. Ft. | 4 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE ELWOOD

2,432-2,777 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE ELWOOD

2,432-2,777 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths



SECOND FLOOR PLAN

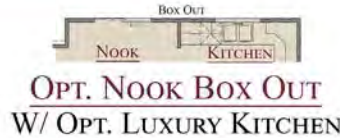


**OPT. DELUXE
MASTER BATH**

**OPT. LUXURY
MASTER BATH**



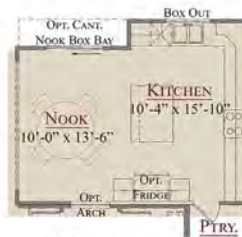
**EUROPEAN ROMANTIC
PARTIAL 2ND FLOOR
(ADDS 39 S.F.)**



**OPT. NOOK BOX OUT
W/ OPT. LUXURY KITCHEN**



FIRST FLOOR PLAN



**OPT. LUXURY
KITCHEN**



OPT. LOUNGE AREA



**OPT.
FULL BATH
I/L/O
POWDER ROOM**

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Legacy Series

THE TRAVERSE AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,592-2,605 Sq. Ft. | 4 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



 Elevation H

THE TRAVERSE

2,592-2,605 Sq. Ft. | 4 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE BLACKSTONE

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE BLACKSTONE

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths



SECOND FLOOR PLAN

OPT. BEDROOM 5 I/L/O LOFT

OPT. DELUXE MASTER BATH

OPT. LUXURY MASTER BATH



OPT. FULL BATH I/L/O POWDER ROOM

OPT. NOOK BOX OUT W/ OPT. LUXURY KITCHEN



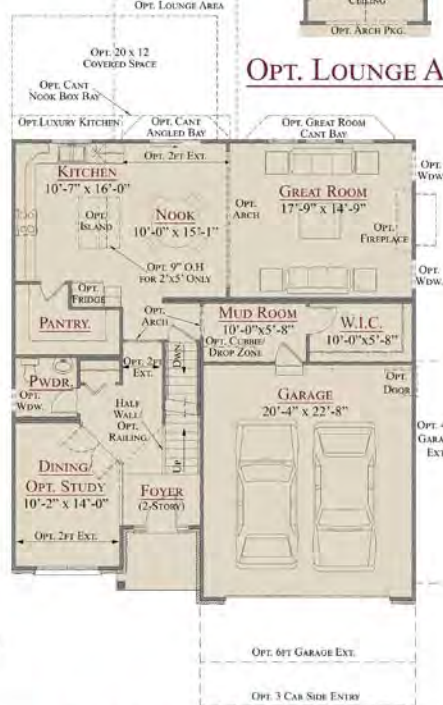
OPT. LOUNGE AREA



2ND W.I.C. W/ OPT. F.F. LAUNDRY



OPT. LUXURY KITCHEN



FIRST FLOOR PLAN



OPT. 1ST FLOOR LAUNDRY



OPT. STUDY I/L/O DINING RM



OPT. OPEN STAIR TO BSMT

This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

Nature Series

THE WINDSOR

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE WINDSOR

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths



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Nature Series

THE AUSTIN

2,708-3,121 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



THE AUSTIN

2,708-3,121 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths



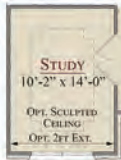
OPT. BEDROOM 5 I/L/O LOFT



OPT. LOUNGE AREA



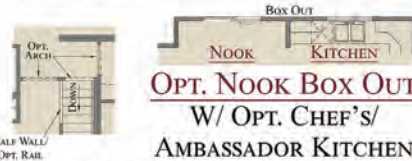
OPT. FULL BATH I/L/O POWDER ROOM



OPT. ENCLOSED STUDY w/ DOUBLE DOORS

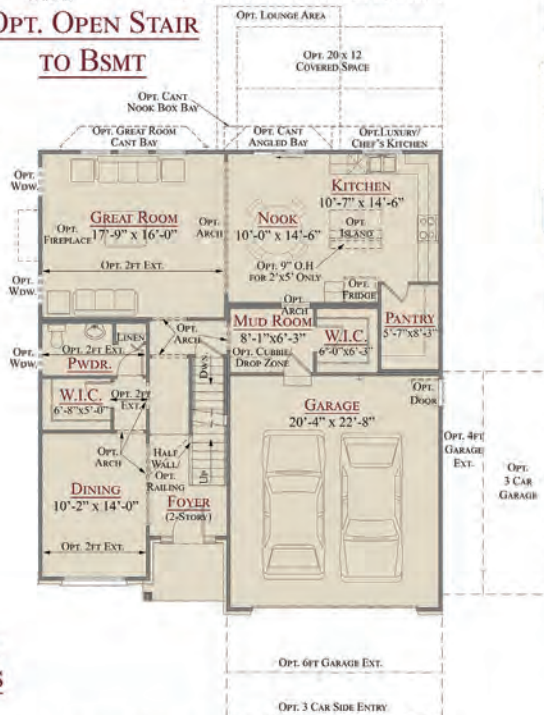


SECOND FLOOR PLAN



OPT. NOOK BOX OUT W/ OPT. CHEF'S/ AMBASSADOR KITCHEN

OPT. OPEN STAIR TO BSMT



FIRST FLOOR PLAN



OPT. DELUXE MASTER BATH



OPT. LUXURY MASTER BATH



OPT. EAT IN KITCHEN & NOOK



OPT. CHEF'S/ AMBASSADOR KITCHEN

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Legacy Series

THE MACKINAC AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,760–2,773 Sq. Ft. | 4 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



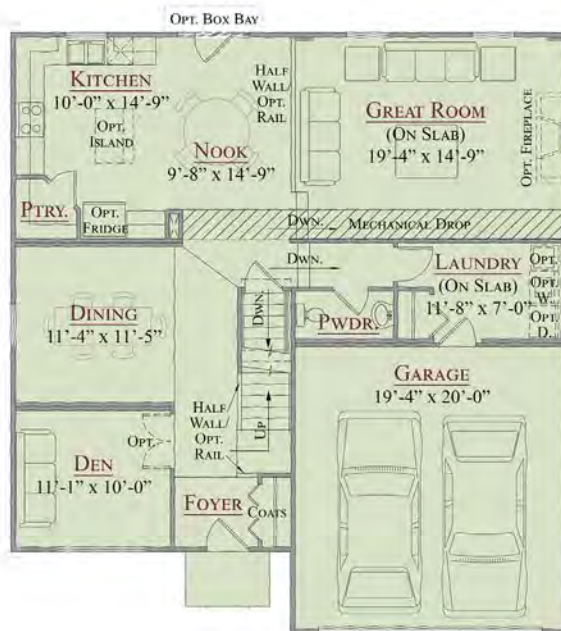
 Elevation F



 Elevation H



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE FOREST

2,803-3,444 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths

Lombardo
H • O • M • E • S



Craftsman

**Front elevation changes with opt. 3-car side entry & opt. 6' ext.*



European Romantic



American Traditional



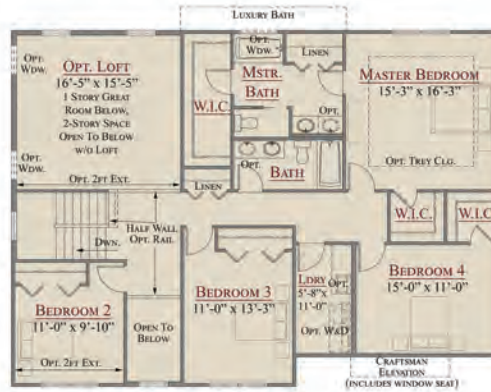
American Colonial

THE FOREST

2,803-3,444 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths



OPT. LOFT
I/L/O 2-STORY
GREAT ROOM



SECOND FLOOR PLAN



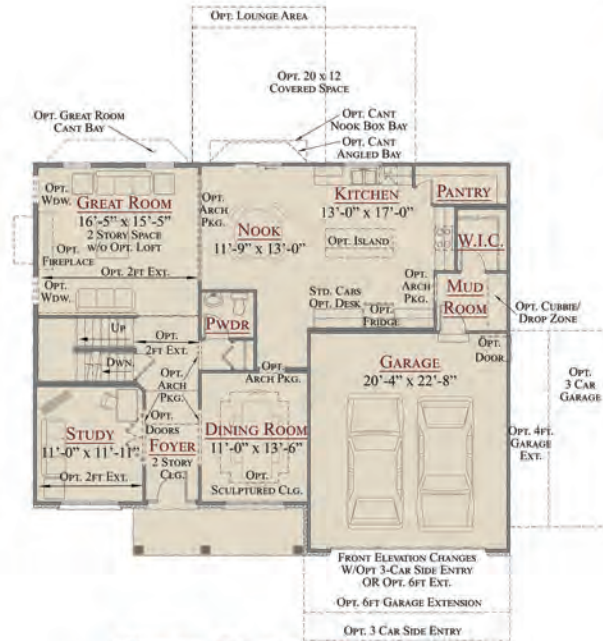
OPT. DELUXE
MSTR. BATHROOM



OPT. LUXURY
MSTR. BATHROOM



OPT. LOUNGE AREA



FIRST FLOOR PLAN



OPTIONAL OPEN
STAIRWAY
ELEVATION



OPT.
FULL BATH
I/L/O
POWDER
ROOM




OPT. LUXURY
KITCHEN

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THE SUNSET

3,037-3,698 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths



 **European Romantic**




 **Craftsman**




 **Early American**



 **American Traditional**



 **American Country**

THE SUNSET

3,037-3,698 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths



SECOND FLOOR PLAN



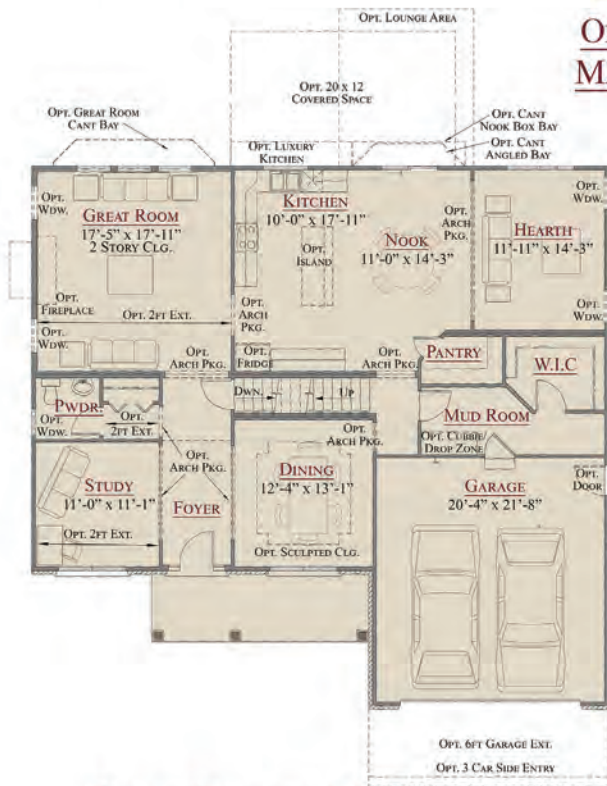
**OPT. LOFT
I/L/O 2-STORY
GREAT ROOM**



**OPT. DELUXE
MASTER BATH**



**OPT. LUXURY
MASTER BATH**



FIRST FLOOR PLAN



**OPT.
ENCLOSED STUDY
W/DOUBLE DOORS**



OPT. LOUNGE AREA



**OPT.
FULL BATH
I/L/O
POWDER ROOM**



**OPT. LUXURY
KITCHEN**

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CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve the Master Deed & Bylaws and elevations for the Majestic Ponds Condominium phase of the Majestic Lakes Planned Development.**
Copy: McLain & Winters, Township Attorneys
Date: April 26, 2019

On November 21, 2017 the Board of Trustees approved the Majestic Lakes Planned Development Stage II Final Site Plan and the Development Agreement with Lombardo Homes for the Majestic Ponds Condominium phase of the project located on Huron River Lane at Textile Road.

Since then, Lombardo Homes has incorporated the Majestic Ponds Condominium Association and has met with officers of the adjacent Ponds at Lakewood Condominium Association that share the site. The entities have agreed to cooperate to maintain, repair and replace shared improvements within the project area and have formed the Ponds Master Association as required in the original Ponds at Lakewood Master Deed. A copy of the Ponds Master Association Declaration agreement and articles of incorporation are enclosed for reference.

In addition, Lombardo Homes has posted sureties and provided insurance certificates to commence site improvement work, which is now underway. In anticipation of a grand opening in June 2019, Lombardo Homes has submitted the enclosed Master Deed and Bylaws for the Majestic Ponds Condominium for the Board's consideration. Township Attorney Doug Winters and I have reviewed the documents to ensure certain items of importance were adequately covered, such as responsibility for sidewalk maintenance. The documents are in proper form for consideration.

Furthermore, Lombardo Homes has submitted elevations for Board approval as required in the Development Agreement for Majestic Ponds. The elevations have been reviewed by Planning & Development Coordinator Charlotte Wilson and found to be in compliance with applicable zoning regulations.

I respectfully request that the Board of Trustees approve the Master Deed & Bylaws and elevations submitted for the Majestic Ponds Condominium phase of the Majestic Lakes Planned Development. Upon approval, Lombardo Homes will be responsible to record the documents and provide certified copies to the Township for its records.

**MASTER DEED
OF
MAJESTIC PONDS**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

This Master Deed is made and executed this _____ day of _____, 20____, by **DIVERSE REAL ESTATE LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.).

NOW, THEREFORE, upon the recording hereof, Developer establishes Majestic Ponds as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Majestic Ponds, Washtenaw County Condominium Subdivision Plan No. _____. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his

Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Majestic Ponds Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as **Exhibit B**. The plans and specifications for the Project will be filed with the Township of Ypsilanti, a Michigan municipal corporation (the "Township").

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and described as follows:

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Majestic Ponds Condominium Association are defined as follows:

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

(b) "Association" means Majestic Ponds Condominium Association, a Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association as a nonprofit corporation.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium", "Condominium Project" or "Project" means Majestic Ponds as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B**.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(i) "Co-owner" or "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. Both land contract vendors and vendees shall be considered Co-owners and shall, except as otherwise expressly provided in the Condominium Documents, be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Act.

(j) "Developer" means Diverse Real Estate LLC, a Michigan limited liability company, and its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance

of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing until the last to occur of (i) the date neither Developer nor any other Exempt Entity or any "successor developer" as defined by the Act owns any Unit; (ii) the date Developer is no longer entitled to convert any Convertible Areas pursuant to Article IX hereof; (iii) the date Developer is no longer entitled to contract any portion of the Project pursuant to Article X hereof or the Act; or (iv) the date Developer is no longer entitled to expand the Project pursuant to Article XI hereof.

(l) "Exempt Entity" means Developer, S.E. Michigan Land Holding LLC, a Michigan limited liability company ("SE"), Lombardo Homes of S.E. Michigan LLC, a Michigan limited liability company, or any of their respective affiliates.

(m) "First Mortgagee" means a Mortgagee who holds a recorded first mortgage on one or more Units.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, antenna or satellite dish or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) "Transitional Control Date" means the date on which the 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 Developer exceed the votes which may be cast by Developer.

ARTICLE IV
COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, including any walkways, parks, landscaped areas and berms, open areas, and cul-de-sacs, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are located within Units.

(2) The roads throughout the Condominium, designated on the Plan, so long as neither Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the applicable governmental entity.

(3) The electrical (including lighting), gas, water, sanitary sewer, storm water drainage (including storm sewers and detention basin), telephone, telecommunications, plumbing and cable television, if any, networks or systems throughout the Condominium, up to their point of connection with a Unit boundary (except for the portion of any lead that services only one Unit) and also that portion of such networks or systems contained within a Unit to the extent that the portion within the Unit also services other Units. Some or all of the foregoing systems and networks (including mains and service leads) described in this subsection (2) may be owned by the local public authority, municipality or utility company or other private company that is providing the pertinent service. Accordingly, such systems and networks shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature and extent of such interest, if any.

(4) All beneficial utility and drainage easements, if any.

(5) All sidewalks. No walkways installed within a Unit which lead to the Unit or any portion thereof will be considered a General Common Element.

(6) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Each mailbox and mailbox holder assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which the mailbox and mailbox holder is assigned. Each mailbox located within a cluster unit of mailboxes ("CBUs") that is assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which such mailbox is assigned.

(2) That portion of a utility lead (including a storm sewer or telecommunication lead) servicing only one Unit and located outside of such Unit shall constitute a Limited Common Element appurtenant to such Unit.

(c) The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(1) The Association shall maintain, repair and replace all Common Elements and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. The Association shall be responsible for maintaining, repairing and replacing CBUs only to the extent that they are not maintained by the United States Postal Service or some other governmental authority.

(2) It is anticipated that separate Residences have been or will be constructed entirely within the Units depicted on the Plan. The responsibility for, and the costs of maintenance, decoration, repair and replacement of a Residence and all other improvements within each Unit (other than General Common Elements which the Co-owner is not responsible for maintaining under this Master Deed or other improvements which the Association is responsible for maintaining under this Master Deed) shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be constructed or changed without the prior written specific approval of such construction or change from Developer (and the Architectural Control Committee, as the case may be), as more fully set forth in Article VI of the Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, the Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the Township.

(3) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(4) Each Co-owner shall, to the extent any governmental authority is not otherwise responsible and the Association is not otherwise responsible under Section 1 of Article V of the Bylaws, be responsible for maintaining, repairing and replacing, at his expense, (i) the General Common Element area (or dedicated road right-of-way), if any,

lying between such Co-owner's Unit and the adjoining road pavement (including lawn, landscaping, trees, sidewalks and driveway aprons but in no event General Common Element utilities (including General Common Element storm sewers) or General Common Element signs), which maintenance includes removal of snow and ice from such sidewalks, and (ii) the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit. Each Co-owner shall also be responsible for snow and ice removal from the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit, the drive approach and the driveway installed on his Unit, the service walk between said driveway and the entrance to the Residence constructed within his Unit, any porch installed on said Residence and any stairs leading to said porch, and all other portions of such Co-owner's Unit. Snow must be removed from sidewalks, walkways and driveways, regardless of whether the Association or a Co-owner is responsible therefor, within six (6) hours following a snowfall with an accumulation in excess of two (2) inches. Each Co-owner shall be responsible for maintaining, repairing and replacing (i) that portion of any utility lead that constitutes a Limited Common Element appurtenant to such Co-owner's Unit; and (ii) the mailbox and mailbox holder appurtenant to such Co-owner's Unit that are not part of CBUs.

ARTICLE V
USE OF PREMISES

Each Unit shall only be used for residential purposes. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, no person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium 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 any Common Element.

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of thirty-seven (37) residential Units, numbered Units 1 through 37. Each Unit is described in this Article VI with reference to the Condominium Subdivision Plan as prepared by Atwell, LLC, a copy of which is attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit shall, except as otherwise provided in the Condominium Documents, be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the Units shall be equal.

ARTICLE VII
EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves (on its behalf and on behalf of its successors or assigns), and grants to SE, permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Development Area described herein, whether or not such Future Development Area is hereafter added to the Condominium, and for the benefit of any other property adjacent to the Condominium (or any expansion thereof) which Developer (or Developer's successors or assigns) or SE (or SE's successors or assigns) may now or hereafter own, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Neither Developer nor SE has any financial obligation to support such easements.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads (including sidewalks and the area between roads and sidewalks) in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing herein shall be deemed to impose any obligation upon Developer or the Association to dedicate any or all of the roads within the Condominium to public use.

(c) (1) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne by all Co-owners in accordance with their Percentages of Value.

(2) If a special assessment district for the installation, maintenance, repair and/or replacement of street lighting within the Project has not been established as of the date this Master Deed is recorded, Developer may, without the consent of any other person or entity, cause a special assessment district to be established for the installation,

maintenance, repair and/or replacement of street lighting within the Condominium. The collective costs assessable to the Condominium with respect to the installation, maintenance, repair and/or replacement of the street lighting pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(d) Developer reserves the right and power to (i) grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety or construction purposes and (ii) grant easements for utility or drainage purposes over any portions of Units that are subject to a public utility easement as shown on the Condominium Subdivision Plan, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a non-appurtenant Common Element or Unit upon another Unit or upon the air space and subsurface contained in the other Unit as shown on the Condominium Subdivision Plan. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein and the Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and Developer prior to the expiration of the Development and Sales Period), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary or desirable to develop, construct, market and operate the Condominium, to exercise or fulfill their rights or responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to exercise or fulfill any rights or responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Owner shall, except for those Common Elements which the Association is responsible for maintaining, repairing and replacing, be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Residence and all other appurtenances and

improvements constructed or otherwise located within his Unit, including any sidewalk located thereon, it is nevertheless a matter of concern that an Owner may fail to properly maintain his Unit or any improvements located therein in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event an Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, including any sidewalk located thereon, the Association (and/or Developer during the Development and Sales Period) shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Residence or any other improvements located within the Unit, or its appurtenances, all at the expense of the Owner of the Unit. Neither Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Article or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance, to be borne by any Owner shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(h) Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved, or have been granted, as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township, the County of Washtenaw or any other applicable governmental entity or utility company and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems and water, sanitary and storm sewer systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to water, sanitary, storm, electric, gas, and telephone distribution lines, sewers and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(i) Except as otherwise provided in this Master Deed or the Condominium Bylaws, the architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

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

(k) The Project is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 4627, Page 74, Washtenaw County Records, as amended by a First Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5155, Page 568, Washtenaw County Records, and as further amended by a Second Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5236, Page 849, Washtenaw County Records (the "Lakewood Association Declaration"). The Lakewood Association Declaration also encumbers a site condominium project known as Lakewood Estates, another site condominium project known as The Village at Majestic Lakes, an attached for lease community known as Nautica Pointe, another site condominium project to be known as The Village at Majestic Lakes II or such other name as may be given to such Project, an attached condominium project known as The Ponds at Lakewood Condominium, and another site condominium project known as Majestic Lakes Estates (this Project and the other foregoing projects are referred to herein individually as a "Neighborhood" and collectively as the "Community"). Pursuant to the Lakewood Association Declaration, the owners of units within the Neighborhoods have easements (i) to tie into and utilize utilities and storm drainage facilities located within the Community at the locations identified on the engineering plans which have been approved by the Township, (ii) to use the Parks located within the Community for open space and recreational use, (iii) to use the Pathway located within and adjacent to the Open Space/Conservation Area depicted in the Declaration (the "Pathway") for pedestrian and non-motorized vehicular use, and (iv) for vehicular and pedestrian access over and across the entranceway to the Community. Lakewood Master Association, a Michigan non-profit corporation ("Lakewood Master Association"), was created to maintain and repair the following (the "Shared Maintenance Facilities"): (A) the boulevard entranceway to the Community that is located on Tuttle Hill Road and related entranceway improvements ("Entranceway Improvements"), (B) the Open Space/Conservation Area, (C) the Pathway, including the trees adjacent thereto, (D) the recreational amenities constructed within the Community by any condominium developer for the use of owners of units within Neighborhoods that are condominium projects, which amenities are located within the open space area south of the

Open-Space/Conservation Area ("Recreational Facilities"), and (E) storm drainage facilities located within Lakewood Estates, Village at Majestic Lakes, Village at Majestic Lakes II, and Majestic Lakes Estates, including but not limited to all storm sewer lines, manhole covers, storm drainage grates and drainage swales, as identified on the engineering plans approved by the Township except that the Owner of Nautica Pointe is responsible under the Reciprocal Easement (as defined in Section (l) below) for the maintenance, repair and replacement of the shared detention basin identified in the Reciprocal Easement (the "Storm Drainage Facilities"). Each Neighborhood condominium association is required to pay to Lakewood Master Association a pro rata share of the costs incurred by Lakewood Master Association in performing such maintenance, repair and replacement or capital improvements to the Entranceway Improvements, Open Space/Conservation Area, the Pathway, the Recreational Facilities and Storm Drainage Facilities and maintaining liability insurance, such pro rata share to be based on the number of units within a Neighborhood that have received a certificate of occupancy in relation to the total number of units in the Community that have received certificates of occupancy, except that the Ponds at Lakewood Association and the Association and the owner of Nautica Pointe shall only be responsible for their pro rata share of such costs incurred with respect to the Open Space/Conservation Area and Pathway. If a voting matter relates to a Shared Maintenance Facility, only the owners of units within those Neighborhoods in the case of voting by members, or the Directors appointed by those Neighborhoods in the case of voting by the Board of Directors of Lakewood Master Association, that are obligated to contribute the cost of maintaining, repairing and replacing such Shared Maintenance Facility shall be entitled to vote on such matter. Any special assessment for capital improvements to any Shared Maintenance Facility must be approved by members of those Neighborhoods holding sixty percent (60%) or more of the votes that may be cast with respect to such Shared Maintenance Facility. Each owner of a unit within the Community and the owner of Nautica Pointe shall be a member of Lakewood Master Association, with the Owner of Nautica Pointe having one vote for each residential unit located within Nautica Pointe.

(l) Pursuant to a Declaration of Reciprocal Easements recorded in Liber 5155, Page 567, Washtenaw County Records ("Reciprocal Easement"), the Project and Nautica Pointe each have easements over each project (i) for vehicular and pedestrian use of all roads, subject to termination upon dedication of the roads to the public and (ii) to connect to and utilize utilities and storm drainage facilities, including a detention basin shared by the Project and Nautica Pointe, with Nautica Pointe being responsible, at its sole cost, for the maintenance and repair of such retention basin.

(m) The Condominium is subject to an agreement (the "Section 433 Agreement") with the Washtenaw County Water Resources Commissioner (the "Commissioner") pursuant to Section 433 of the Drain Code (MCL § 280.433) establishing the storm water drainage system constructed for the Condominium and the improvements included in that system (including any storm water detention areas) as a county drain. The components of the storm water drainage system to be installed for the Condominium are and/or shall be located within the areas depicted upon the Condominium Subdivision Plan and said areas (the "Drainage District Easement Areas") shall be subject to a perpetual and permanent easement (the "Drain Easement") in favor of the Commissioner, the Drainage District established with the execution of the Section 433 Agreement (the "Lakewood Farms Drain Drainage District") and the successors, assigns and transferees of the Commissioner and the Lakewood Farms Drain Drainage District (the

Commissioner and the Lakewood Farms Drain Drainage District being hereinafter referred to in this Section (m) as "Grantee"). The Drain Easement reserved to Grantee in this Section (m) shall be in, over, under and through the Drainage District Easement Areas depicted in **Exhibit B** to this Master Deed and may not be amended or revoked except with the written approval of Grantee. The aforesaid Drain Easement contains the following terms and conditions and grants the following rights:

(1) The Drain Easement shall be for the purpose 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) Grantee shall have the right to sell, assign, transfer or convey the Drain Easement to any other governmental unit.

(3) No Co-owner shall build or convey to others any permission to build any permanent structures on the Drain Easement.

(4) No Co-owner shall build or place on the area covered by the Drain 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 Drain Easement.

(5) Grantee and its agents, contractors and designated representatives shall have the right of entry on the General Common Elements and Units to the extent required to gain access to the Drain District Easement Areas.

(6) All Co-owners shall be deemed to have released Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under this Drain Easement, and all Co-owners covenant not to sue Grantee for any such damages.

The rights granted to the Commissioner, the Lakewood Farms Drainage District, and their successors and assigns under this Section (m) may not be amended without the express written consent of Grantee, its successors or assigns. Any purported amendment or modification of the rights granted in this Section (m) shall be void and without legal effect unless agreed to in writing by Grantee, its successors or assigns.

(n) The Condominium is subject to that certain Lakewood Planned Development Agreement recorded on July 18, 2017, in Liber 5215, Page 442, Washtenaw County Records, as amended by a First Amendment to Lakewood Planned Development Agreement recorded on August 21, 2017, in Liber 5220, Page 576, Washtenaw County Records (together, the "PD Agreement"). The PD Agreement also covers other land and includes certain development, construction and use restrictions and requirements which are binding on Developer and all Co-owners in the Condominium. Among other things, the PD Agreement provides that the Open Space located within the property subject to the PD Agreement is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Community and limits the improvements that may be installed or constructed within the Open Space.

(o) Pursuant to the PD Agreement, if at any time the Association fails to maintain or preserve the detention areas, inlet and outlet areas that constitute General Common Elements in accordance with the terms of the PD Agreement, the Township or Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the Association setting forth the deficiencies in the Association's maintenance and/or preservation of such detention areas, inlet and outlet areas in accordance with the PD Agreement. The written notice shall include a demand that the deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of such notice. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas and preform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten percent (10%) surcharge for administrative costs, shall be assessed equally against each Unit within the Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

(p) Pursuant to the PD Agreement, security cameras have been or are required to be installed at the two (2) entranceways on Textile Road and the one entranceway to the Community on Textile Road. Such cameras shall be monitored by the Township's Department of Public Safety. Consistent with the PD Agreement, Developer may, without the consent of any other person or entity, cause a special assessment district to be established with respect to the Condominium for the purpose of defraying a portion of the Township's cost of maintaining and repairing such security cameras. The collective costs assessable to the Condominium with respect to the maintenance and repair of the security cameras pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(q) The Condominium is subject to a certain PD Stage II Development Agreement recorded on January 12, 2018, in Liber 5240, Page 289, Washtenaw County Records (the "Condominium PD Agreement"), which Condominium PD Agreement encumbers only the Condominium. The Condominium PD Agreement includes certain development, construction and use restrictions and requirements which are binding on Developer and all Co-owners in the Condominium.

(r) The Condominium is subject to a certain Ponds Master Association Declaration recorded in Liber _____, Page _____, Washtenaw County Records (the "Ponds Master Association Declaration"). The provisions of the Ponds Master Association Declaration are binding on the Association and all Co-owners. As referenced in the Ponds Master Association Declaration, the Master Deed for The Ponds at Lakewood Condominium established reciprocal, non-exclusive easements for the use and benefit of the Condominium and The Ponds at Lakewood Condominium to (i) utilize all entranceways, roads and pedestrian walkways now or hereafter located within the Condominium and The Ponds at Lakewood Condominium, (ii) utilize all of the open space areas now or hereafter located within the Condominium and The Ponds at Lakewood Condominium and (iii) tie into the storm sewer lines and retention and/or detention basins now or hereafter located within the Condominium and The Ponds at Lakewood Condominium (the foregoing are collectively referred to herein and in the Ponds Master Association Declaration as the "Shared Improvements").

Ponds Master Association, a Michigan nonprofit corporation ("Ponds Master Association"), is responsible for the maintenance, repair and replacement of the Shared Improvements pursuant to the Ponds Master Association Declaration. The costs incurred by Ponds Master Association in connection with its maintenance, repair and replacement obligations with respect to the Shared Improvements are to be proportionately shared by the Association and the Ponds at Lakewood Association. The proportionate share for the Association is eighty percent (80%) and the proportionate share for the Ponds at Lakewood Association is twenty percent (20%). Notwithstanding the foregoing, the cost of resurfacing or replacing the portion of the interior roadway which is located east of the entrance road is to be borne solely by the Co-owners of Units within the Condominium.

(s) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Article VIII, Section (c) without the consent of any Co-owner or Mortgagee.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association without the approval of any Co-owner or Mortgagee if the amendment does not materially alter or change the rights of a Co-owner or Mortgagee.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and First Mortgagees. A First Mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained herein, First Mortgagees are entitled to vote on amendments to this Master Deed or any Exhibit hereto only under the following circumstances:

(1) Termination of the Condominium;

(2) A change in the method or formula used in to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage;

(3) A reallocation of responsibility for maintenance, repair, replacement or decoration of a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the Mortgagee's mortgage;

(4) Elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage;

(5) The modification or elimination of an easement benefiting the Unit subject to the Mortgagee's mortgage;

(6) The partial or complete modification, imposition or removal of leasing restrictions for Units in the Condominium; or

(7) Amendments requiring the consent of all affected Mortgagees under Section (d) of this Article VIII.

(c) Notwithstanding Sections (a) or (b) above, but subject to the limitation of Section (d) below, Developer reserves the right to materially amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To eliminate unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in this Master Deed, Plan or Condominium Bylaws;

(3) To clarify or explain the provisions of this Master Deed or its Exhibits;

(4) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(5) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith pursuant to Article X of this Master Deed;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith pursuant to Article IX of this Master Deed and to make any other amendment expressly permitted by this Master Deed or the Bylaws;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed;

(9) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith pursuant to Article XI of this Master Deed; or

(10) To amend the Bylaws pursuant to Article VI, Section 3(jj) of the Bylaws.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be

modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights reserved to any Exempt Entity under the Condominium Documents without the written consent of Developer during the Development and Sales Period, nor can the Association ever make any amendment which terminates, limits or impairs the easements reserved in favor of Developer, or granted to SE, under this Master Deed.

(e) Any amendment to this Master Deed or any of the Exhibits hereto shall become effective upon the recordation of such amendment in the office of the Washtenaw County Register of Deeds.

(f) Notwithstanding anything to the contrary contained in the Condominium Documents, any amendment or modification to this Master Deed or any Exhibit hereto shall require the prior written consent of Developer during the Development and Sales Period.

ARTICLE IX CONVERTIBLE AREAS

(a) The Common Elements and all Units constitute Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved and eliminated as provided in this Article IX. Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, subject to the requirements of local ordinances and building authorities, to (1) modify the size, location, and configuration of any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to make corresponding changes to the Common Elements, (2) eliminate any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to substitute General and/or Limited Common Elements therefor, (3) relocate, modify, eliminate, expand or reduce General Common Elements and/or Limited Common Elements appurtenant to any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto and, in connection therewith may, but shall not be obligated to, substitute Units, General Common Elements and/or Limited Common Elements therefor, and (4) in addition to those improvements depicted on the Condominium Subdivision Plan, construct and/or install various improvements, including but not limited to signage, roads, drives, landscaping features and walls, walks and entrance area features, a pool, a pool house, club house, tennis courts or other amenities, anywhere within the General Common Elements or any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. The maximum number of

Units in the Condominium, as established by the recording of this Master Deed, may not exceed thirty-seven (37) Units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any Structure erected within the Convertible Areas will be compatible with Structures located on other portions of the Condominium is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the restrictions contained in this Master Deed and the requirements imposed by state law, local ordinances and building authorities.

(d) Except as otherwise provided in Section (b) of this Article, the consent of any Co-owner shall not be required to convert the Convertible Areas. Except as otherwise provided in Section (b) of this Article, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if Developer deems it to be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to this Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X
CONTRACTION OF CONDOMINIUM

(a) Developer unconditionally reserves the right, in its sole discretion, to contract the Condominium by withdrawing from the Condominium any portion of the land described in Article II (as it may be amended) that is designated in this Master Deed as a General Common Element and the improvements located therein except as otherwise provided below, or a Unit owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and/or any Limited Common Element appurtenant to such Unit, within a period ending no later than six (6) years from the date of recording of this Master Deed. Except as provided in the immediately preceding sentence, the rights reserved in this Section (a) may be exercised without the consent of any Co-owner or Mortgagee, and all Co-owners and all Mortgagees shall be deemed to have consented to such contraction and Developer shall have the power and authority to execute any documents necessary or convenient in connection with such contraction on behalf of all Co-owners and all Mortgagees, including without limitation an amendment to this Master Deed. Notwithstanding the foregoing, neither Unit 1 nor Unit 2 may be withdrawn from the Condominium.

(b) There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article X. Developer may, in its sole discretion, withdraw different portions of the General Common Elements or Units owned by Developer or any other person (provided that such other person consents thereto) at different times and in any order as Developer, in its sole discretion, deems appropriate. Except as provided in this Article, the consent of any Co-owner shall not be required to contract the Condominium, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI
PROPOSED FUTURE DEVELOPMENT AREA

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article XI. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Development Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Development Area") is any portion of the land described in Article II hereof (as it may be amended) that is withdrawn from the Project pursuant to Article X hereof.

(e) The Future Development Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Development Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Development Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, Developer has the right to create larger Units in the Future Development Area and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Development Area is up to an amount that will not cause the total number

of Units in the Project, after giving effect to the expansion of the Project by the addition of the Future Development Area, to exceed thirty-seven (37) Units.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any Structure erected on any portion of the Future Development Area added to the Condominium is compatible with Structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Development Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Development Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Development Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion.

ARTICLE XII
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Developer reserves the sole right (without the consent of any other Co-owner or any Mortgagee of any Unit except as expressly provided below) to take the following actions:

(1) Subdivide Units. Subdivide or re-subdivide any Units which is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(2) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(3) Relocate Boundaries. Relocate any boundaries between adjoining Units which are owned by Developer and/or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto), separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(4) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to this Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. Except as otherwise provided in subsections (1) – (3) above, all of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(5) Conformity with Laws and Ordinances. All actions taken under this Article XII must comply with all applicable laws and ordinances.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article XII.

ARTICLE XIII
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project, as it may be expanded. Each Exempt Entity shall pay the cost related to its use as described above and restore the facilities maintained by it as described above to habitable status upon termination for such use.

ARTICLE XIV
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 it to 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.

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IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: _____
Anthony F. Lombardo, its Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Anthony F. Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Master Deed of Majestic Ponds]

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

The undersigned, being the owner of the land described in Article II of this Master Deed of Majestic Ponds, hereby (a) consents to the submission of such land to the Condominium Project, (b) subjects its interest in the land to the Master Deed and all of the terms and conditions of the Master Deed, including but not limited to all easements reserved, granted or created in the Master Deed, and (c) consents to the recordation of this Master Deed in the office of the Washtenaw County Register of Deeds.

S.E. MICHIGAN LAND HOLDING LLC, a
Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: 7/8/2023
Acting in Macomb County, Michigan

MAJESTIC PONDS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Majestic Ponds, a residential Condominium Project located in the Township of Ypsilanti, Washtenaw County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 8 of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project 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 therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium 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. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for major repairs and replacements of those Common Elements which the Association is responsible for repairing and replacing under the Master Deed shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual 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, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. 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 the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars (\$5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors, and not including any Litigation Special Assessment (as hereinafter defined), which must be approved by at least two-thirds (2/3rds) in number and in value of all Co-owners) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the

benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in monthly, quarterly, semi-annual or annual installments in the discretion of the Board of Directors, subject to Section 8 below, commencing with such Co-owner's 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty-Five Dollars (\$25.00) per month shall be imposed on each assessment or installment thereof which is in default for ten (10) or more days. In addition, each assessment or installment thereof in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until such assessment or installment thereof is paid in full. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XIX hereof, levy additional fines for late payment of assessments thereof as the Association deems necessary from time to time. 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) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser who constitutes a Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments or installments thereof levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments or installments thereof in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges, late fees and fines for late payment on such assessments or installments thereof; and third, to assessments or installments thereof in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Liens. Sums assessed to a Co-owner by the Association that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, constitute a lien upon the Unit or Units in the Condominium Project owned by the Co-owner at the time of the assessment before all other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 6 below, have priority over a first mortgage recorded subsequent to recording of the notice of lien. The lien upon each Unit owned by the Co-owner shall be in

the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units.

Section 6. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. An action for money damages and foreclosure may be combined in one action. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and may be empowered to take possession of the Unit if not occupied by the Co-owner and to lease the Unit and to collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX 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, provided, however, that notwithstanding the foregoing, the Association shall be entitled to reasonable interest, expenses, costs and attorney's fees for foreclosure by advertisement or judicial action. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or sell the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of any such lease, mortgage or sale in accordance with the priorities established by applicable law. The redemption period for foreclosure is six months from the date of sale unless the Unit is abandoned, in which event the redemption period is one month from the date of sale. The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of such Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of

redemption, together with interest, advances made by the Association for taxes or other liens to protect the Association's lien, costs and attorney fees incurred in their collection.

(c) Power of Sale. Further, 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 at public sale in accordance with the statutes providing therefor 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 was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(d) Notice of Lien. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(1) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of notice, exclusive of interest, costs, attorney's fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(3) The notice of lien shall be recorded in the office of the Washtenaw County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(e) Expenses of Collection. The expenses incurred 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 Co-owner in default and shall be secured by the lien on his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, if the holder of any first mortgage covering, or other purchaser of, any Unit in the Condominium Project obtains title to the Unit as a result of foreclosure of the first mortgage, such person, and its heirs, representatives, successors and assigns, are not liable for the assessments chargeable to such Unit which became due prior to the acquisition of title to the Unit by such person.

Section 8. Exempt Entity's Responsibility for Assessments. Neither Developer nor any other Exempt Entity shall be responsible at any time for the payment of Association

assessments, except with respect to Units owned by such Exempt Entity which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township 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 an Exempt Entity 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 such Exempt Entity shall not be liable for any assessments levied up to and including the date, if any, upon which such Exempt Entity actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, each Exempt Entity 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 maintenance and snow removal only, but in any event excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by such Exempt Entity. For purposes of the foregoing sentence, an Exempt Entity's proportionate share of such expenses shall be based upon the ratio of all Units owned by such Exempt Entity at the time the expense is incurred (excluding Units that were sold on land contract and as to which such Exempt Entity has not retaken possession ("Land Contract Units")) to the total number of Units in the Project. In no event shall an Exempt Entity be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to non-Land Contract Units that are owned by such Exempt Entity which contain completed and occupied residential dwellings. Any assessments levied by the Association against an Exempt Entity for other purposes, without such Exempt Entity's prior written consent, shall be void and of no effect. In addition, an Exempt Entity shall not be liable for any assessment levied in whole or in part to purchase any Unit from an Exempt Entity or to finance any litigation or claims against an Exempt Entity, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Construction Lien. 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 12. Statement as to Unpaid Assessments. The purchaser or grantee of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, interest, late charges, fines, costs and attorney fees thereon. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser or grantee holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related charges as may exist or a statement that none exist, which statement shall be binding upon the

Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser or grantee to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, together with interest, costs, fines, late charges and attorney fees incurred in the collection of such assessments, and the lien securing the same fully enforceable against such purchaser or grantee and the Unit itself, to the extent provided by the Act.

Section 13. Payment of Unpaid Assessments at Time of Sale. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs and attorneys' fees against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and (b) payments due under a first mortgage having priority thereto.

Section 14. Foreclosure of First Mortgage. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure sale required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, within ten days after the first publication of the notice. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the Mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, not less than ten days before commencement of the judicial action. Failure of the Mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between the Mortgagee and mortgagor.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association shall, 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 in the State of Michigan may be rendered upon any award pursuant to such

arbitration) and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by Developer with respect to any claim that might be the subject of a civil action against Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against Developer which involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. The election and written consent by parties pursuant to Section 1 above to submit any dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and commercial general liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, Developer and the Co-owners and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of Mortgagee endorsements to the Mortgagees of Co-owners.

(b) Insurance of Common Elements. All Common Elements shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(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 interests may appear; provided, however, whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(e) Insurance Certificates. Certificates of insurance maintained by the Association shall be issued to each Co-owner and Mortgagee upon request.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner appoints 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 General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective Mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owners as shall be necessary or convenient to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Unit (other than Common Elements) and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Unit and the improvements located therein (naming the Association and Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. The liability insurance described in this Section 3 shall be carried in such minimum amounts as may be specified by Developer (and thereafter by the Association).

Each Co-owner shall, upon receipt of a request from Developer or the Association, promptly deliver certificates of such insurance to Developer or the Association as applicable. If a Co-owner fails to obtain any such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the

Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's Residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept within his Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third percent (33-1/3%) of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. Except as otherwise provided in the Master Declaration, if the damaged property is (i) a General Common Element or (ii) other

improvement (including landscaping) that the Association is responsible for maintaining under the Master Deed, the damaged property shall be rebuilt or repaired by the Association unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any Mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) and the appurtenant Limited Common Elements to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the affected Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as **Exhibit B** and the original plans and specifications for any damaged improvements located within the Unit or damaged appurtenant Limited Common Elements unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon (other than General Common Elements) or any Limited Common Elements appurtenant thereto by eminent domain, the award for such taking shall be paid to the Co-owner of the affected Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. Except as otherwise provided in the Master Declaration, if there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their Mortgagees in proportion to their respective interests in the General Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

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

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal

National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they 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 Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI ARCHITECTURAL AND BUILDING AND USE RESTRICTIONS

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

Section 1. Architectural Standards. All improvements made in any Unit or outside the boundaries of a Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck), and the use and occupancy thereof, shall comply fully with this Article VI. In addition to all of the other restrictions and requirements of this Article VI, in no event may an Owner, other than an Exempt Entity or any successor to or assignee of any of the rights of Developer under this Master Deed, construct any Structure or other improvements outside the boundaries of a Unit. Developer intends by these restrictions to create and perpetuate a private, residential condominium community.

Section 2. Review Procedures and Submission Requirements.

(a) Developer hereby reserves to itself (and, to the Association, acting through its Architectural Control Committee, as more fully set forth below), the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure or Residence proposed to be erected or maintained within a Unit or the Project, and no Structure or Residence shall be permitted or allowed to be constructed or erected within a Unit or the Project unless the same has received, in writing, the approval of Developer (or the Association, acting through its Architectural Control Committee, as more fully set forth below), pursuant to the terms and conditions of this Article VI. In addition to the approvals required by and the other restrictions contained in this Article VI, all Structures and Residences erected or maintained within a Unit or the Project shall comply with all of the requirements of the Township imposed as part of its site plan approval(s) for the Project.

(b) If a Structure or Residence to be built within a Unit or the Project is not to be constructed by an Exempt Entity or an affiliate thereof, then before construction of any such improvements are made, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme, and location of all improvements, together with a construction schedule for the completion of such Structure or Residence, shall be submitted to and approved in writing by Developer (or the Architectural Control Committee, as the case may be). Developer's approval in writing of the plans and specifications must be obtained before construction of any Structure or Residence may be commenced. If a Structure or

any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article VI, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to Developer, and Developer specifically approves or waives the same, in writing.

(c) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by Developer (including but not limited to any alteration, modification or addition to any Residence or Structure previously installed or constructed other than interior alterations to a Residence or other building) shall be permitted within any Unit or elsewhere in the Project unless the Owner thereof obtains Developer's written approval for such variation. Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages or the like). If a variance is required from the Township, or any other governmental agency or department, it will be the Owner's responsibility to seek and obtain such variance.

(d) No agent, employee, consultant, attorney or other representative or adviser of or to Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to Developer hereunder.

(e) Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Article VI, including, without limitation, an assignment of such rights and powers to the Architectural Control Committee described herein or to any mortgagee of Developer.

(f) Notwithstanding anything to the contrary contained in this Section 2, the provisions of subsections (a), (b) and (c) of this Section shall not apply to any Structure, Residence or other improvements constructed or installed within, or made to, a Unit by any Exempt Entity.

Section 3. Building and Use Restrictions. The following rules, regulations, restrictions and requirements shall apply to each and every Unit, and no Structure shall be erected, constructed or maintained on any Unit or elsewhere in the Project which is in contravention of such rules, regulations, restrictions and requirements, except to the extent any non-conformity has been waived by Developer pursuant to Section 6 of this Article VI.

(a) Each Residence must comply with such minimum square footage requirements as are imposed from time to time by the Township pursuant to its ordinances and related regulations. No building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Unit except one single-family Residence and appurtenant attached structures. Each dwelling shall be designed and erected for occupation as a single-family residence and shall have an attached garage for the sole use of the occupants of the Unit and providing space for not less than two (2) automobiles. Carports are specifically prohibited.

(b) Old and/or preexisting buildings may not be moved onto any Unit and no used materials except reclaimed brick may be used in construction and used materials may be used in the interior of a building.

(c) No Residence, building or other structure shall be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit line than the distances permitted by the ordinances of the Township in effect at the time of installation of such Residence, building or other structure.

(d) Upon the completion of a Residence within any Unit, the Owner thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and suitably landscaped as soon after completion as weather permits, All landscaping in the Project shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod or, if approved by Developer, seeding or hydroseeding, must be completed within ninety (90) days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Notwithstanding the foregoing, if the Unit is finish graded and sodded, then basic landscaping must be completed within ninety (90) days of the later of (i) the completion of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding and (ii) the closing on the Unit, weather permitting, and if weather does not so permit, then as soon thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Use of seed and hydroseed is expressly prohibited unless approved by Developer.

(e) No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain either one (1) domesticated dog or two (2) domesticated cats or one of each in his Condominium Unit. No farm animals, livestock, or wild animals may be kept, bred or harbored at the Condominium, including household pets, for any commercial purpose. Permitted household pets shall be confined to the Unit, unless accompanied by the Owner or a responsible person and appropriately restrained. Any pets kept in the Project shall have such care and restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Dog runs shall be permitted upon written approval of Developer during the Development and Sale Period and thereafter by the Association. Dog kennels or runs or other enclosed shelters for permitted animals shall be allowed only when they are an integral part of any approved Residence and maintained in a clean and sanitary condition. Kennels and runs must be located behind the Residence to minimize the view of the kennel or run from any street adjacent to the Unit. The Association may charge all Co-owners maintaining a pet a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. Pets causing a nuisance or destruction shall be restrained or removed from the Project. Each Owner shall be responsible

for collection and proper disposition of all fecal matter deposited by any pet maintained by such Owner, which collection shall be done immediately in the case of fecal matter deposited in the Common Elements and promptly in the case of fecal matter deposited within the Unit. All pets will be kept in strict accordance with all local laws and ordinances. Any person who causes or permits an animal to be brought or kept in the Project shall indemnify the Association and hold it harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. The Association may require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper.

(f) No unsightly condition shall be maintained upon any balconies, porches, or decks and only furniture and equipment consistent with ordinary yard, balcony, porch, or deck use shall be permitted. All decks erected on a Unit shall be located at the rear of the Unit and shall be constructed of materials, as approved by Developer during the Development and Sales Period and thereafter by the Association. Outdoor hot tubs and similar structures are limited to ground level in a suitable location as approved by Developer during the Development and Sale Period and thereafter by the Association.

(g) No fencing of any type is allowed within any Unit, except for a fence which is (i) not more than four (4) feet in height, (ii) a picket-style design and comprised of maintenance free material, (iii) black or brown in color, (iv) approved by Developer in writing, and (v) is in compliance with the Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls, including garage walls, of the Residence. Notwithstanding the foregoing, if the Residence has a garage service door opening to the side yard area of the Unit, the fence can be installed not more than five (5) feet nearer the front Unit boundary than the forward limits of such service door. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than one (1) foot to such sidewalk. An Owner shall also obtain such permits and other approvals as may be required for such fencing by the Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

(h) No above ground or in ground swimming pool may be built, installed or located on any Unit. Notwithstanding the foregoing, a portable kiddy pool, not exceeding one foot in height and eight feet in diameter, may be placed or maintained within a Unit.

(i) No trailer, shack, shed, barn or any temporary buildings or structure of any description shall be placed in any Unit at any time and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours.

(j) No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles, or camping trailers, horse trailers, or other utility trailers or vehicles may be parked on or stored on any Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Project except while making normal deliveries or pickups in the normal course of business. Notwithstanding anything to the contrary

contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(k) (i) It shall be the sole responsibility of each Owner to take all steps necessary to prevent his Unit and any Residence or Structure located therein (other than any Structure which the Association is responsible for maintaining under the Master Deed) and appurtenant limited Common Elements or General Common Elements which such Co-owner is responsible for maintaining under the Master Deed from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Project. In furtherance thereof, each Owner will keep all shrubs, trees, grass and plantings of every kind within his Unit or that such Owner is otherwise responsible for maintaining under the Master Deed pruned, free of trash and other unsightly material (including excessive or tall weeds).

(ii) No living tree of a height of twenty (20) feet or more or more than eight (8) inches in diameter at three (3) feet above the ground shall be removed without the approval of the Association, except for trees which are less than twenty-five (25) feet from any part of the Unit (including decks and patios) or which are in the location of proposed driveways. The Co-owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Co-owner shall comply with the ordinances adopted by the Township, as amended from time to time. Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph (ii) shall not apply to any Exempt Entity or any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(l) No noxious or offensive activity, including, but not limited to, unreasonable smells, noise or aesthetics, shall be carried on within any Unit or the Common Elements, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Owners of Units. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each Co-owner who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes. No laundry, clothes or other items shall be shaken outside or hung or left outside for drying or airing. No above-ground, in-ground or underground exterior fuel tank may be placed within a Unit.

(m) All driveways, aprons and parking areas must be paved with asphalt or concrete, subject to the specifications of the Township for the portions within the road right-of-way. The driveways must be completed within six (6) months of occupancy.

(n) Each of Developer and the Association shall have the right to enter upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which, in the sole discretion of Developer or the Association, detracts from the overall beauty, setting or safety of the Project; provided that Developer or Association shall provide the Owner of the Unit with reasonable notice of its intended action. The Owner of the Unit shall be obligated to reimburse Developer or the Association, whichever is applicable, for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. Developer and the Association likewise may enter within a Unit to remove any trash or debris which has collected or accumulated within such Unit, at the Owner's expense, and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on Developer or the Association to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services and any charge imposed upon an Owner pursuant to this provision shall become a lien upon the Owner's Unit.

(o) The grade and topography of any Unit in the Project may not be changed after original construction without the written consent of the Township and Developer during the Development and Sales Period, and thereafter the Association.

(p) All Residences shall be connected to the Township's water and sanitary sewer systems. No well or septic system shall be installed on any Unit or Common Elements.

(q) The use of any rifle, shotgun, handgun, BB gun, firearm, air rifle, pellet gun, crossbow, and archery equipment or other similar dangerous weapons, projectiles, or devices is prohibited in the Project.

(r) No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Co-owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and, during the Development and Sales Period. The provisions of this paragraph shall not apply to signs installed or erected on any Unit by any Exempt Entity or any builder which Developer may designate during the Development and Sales Period, during such periods as any Unit shall be "for sale" or used as a model or for display purposes by any such Exempt Entity or other entity. Political signs for a period of three months (90 days) prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Elements area. No political sign shall exceed four square feet. Nothing in these Bylaws shall prevent an Owner from displaying a single United States flag of a size not greater than three (3) feet by five (5) feet anywhere on the exterior of the Residence constructed within his Unit.

(s) No Owner shall install or erect any sort of antenna (including dish antennas) upon or over any Common Elements. Owners shall have the right to install within their Units (i) antennas designed to receive television broadcast signals, (ii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, and (iii) antennas measuring one meter (39.37 inches) or less

in diameter or diagonally used to receive video programming from multichannel multipoint distribution (wireless cable) providers, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent possible, shielded from view from the road while still permitting reception of an acceptable quality signal. If an acceptable quality signal cannot be obtained from a location at the rear of the Residence, the Owner shall submit to Developer for its approval, which approval may not be unreasonably withheld or delayed, an alternative location or locations for the installation of the antenna that will provide an acceptable quality signal. In no event shall an antenna permitted by this provision be installed in front of a Residence unless the Owner can demonstrate that an acceptable quality signal cannot be obtained from a location at the rear or side of the Residence. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. This provision applicable to antennas is intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than twenty-one (21) inches in diameter. The connecting cable or wires servicing the control device inside a Residence for any such antenna may not be routed along the exterior façade of the Residence; penetration of each cable or wire into a Residence shall be at the point of attachment of the antenna and all such cables and wires shall be routed within the interior of the Residence. Notwithstanding the foregoing, if an antenna is installed on a chimney or roof, the connecting cables or wires servicing the control device inside of the Unit for such antenna shall be routed along the exterior facade of the building in a manner and at locations approved by Developer to a point of penetration approved by Developer. All antennae must be installed in accordance with the National Electric Code, including the requirement that all antennae be grounded, and all other applicable laws.

(t) No Co-owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse, or rubbish of any kind. No Co-owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over or within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Township does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to all Units and require each Co-owner to utilize the service of that contractor at the Co-owner's expense.

(u) No Unit shall be used for other than single-family residential purposes. No business, trade, profession or commercial activity of any kind, including but not limited to breeding of animals for commercial purposes, shall be conducted within any Residence or otherwise within any Unit and no part of any Unit, Residence or Structure shall be used for any activity which is otherwise precluded by local municipal ordinance; provided, however, this prohibition shall not apply to (i) use of computers for maintaining personal and/or business record keeping, and (ii) participating in personal, business or professional telephone calls or

correspondence in the Residence, but is meant to prohibit the stocking and selling of inventory, use of any Residence or Structure for meetings with customers, clients or employees in connection with the promotion of any business or the products or services of the business or as more particularly described in the local municipal ordinances governing such activities.

(v) No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street.

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

(x) The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other obstructions or personal property may be left unattended on or about the Common Elements without the prior written consent of the Board of Directors nor shall any Owner erect, place or maintain any ornament, sculpture, statue or improvement upon the Common Elements. The General Common Elements shall not be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association.

(y) It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Project. Reasonable rules and regulations consistent with this Master Deed concerning the use of Units and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors), provided that no such rule or regulation or amendment thereto may be made or revoked during the Development and Sales Period without Developer's written consent. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners and to all other parties who are entitled to use the amenity or area affected by the rules, regulations or amendments thereto. Any such rule, regulation or amendment may, subject to Developer's written consent during the Development and Sales Period, be revoked at any time by the affirmative vote of two-thirds (2/3) of all Members entitled to vote.

(z) Each Owner shall maintain his Unit and the improvements located therein (other than any improvements that the Association is responsible for maintaining under the Master Deed) and any Limited Common Elements appurtenant thereto or General Common Elements for which such Owner has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the

expense to the extent of the deductible amount). Each Owner shall indemnify the Association and all other Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

(aa) Developer hereby reserves the following rights:

(i) None of the restrictions contained in this Article VI shall apply to the commercial or construction activities or signs or billboards, if any, of any Exempt Entities during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein or the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, during the Development and Sales Period, each Exempt Entity shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project.

(ii) The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons interested in the Project. If at any time, the Association fails or refuses to carry out its obligations under this Master Deed in a manner consistent with the maintenance of such high standards as interpreted by Developer, then Developer, or any person to whom it may assign this right, at its option, may elect to carry out such obligations and to charge the cost thereof to the Association as an expense of administration. During the Development and Sales Period, Developer shall have the right to enforce this Master Deed, which right of enforcement shall include, without limitation, an action to restrain the Association or any Owner from any activity prohibited by this Master Deed.

(bb) No Residences, improvements or Structures, including but not limited to any decks, may be constructed or maintained over or on any utility easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

(cc) All sump pumps shall be installed according the building code of the Township and shall be approved by its designated building inspector.

(dd) Any debris resulting from the destruction in whole or in part of any Residence or structure on any Unit shall be removed as soon as possible from such Unit in order to prevent an unsightly or unsafe condition.

(ee) There shall be no exterior fires, except barbecues. No Co-owner shall permit any condition upon a Unit that creates a fire hazard or is in violation of fire prevention regulations

(ff) No Unit may be divided, subdivided, the boundaries thereof relocated or changed, or otherwise split or combined with any other Unit except as provided in Article XII of the Master Deed.

(gg) (i) Except as otherwise provided below, a Co-owner may lease his Unit for the same purposes set forth in subsection (u) of this Article VI; provided that such lease shall be in writing and written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in (ii) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least twelve (12) 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. Developer may lease any number of Units in the Condominium in its discretion.

(ii) The leasing of Units in the Project shall conform to the following provisions:

(A) A Co-owner, including Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. A Co-owner shall also notify the Association when in fact a lease has been entered into.

(B) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(C) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of

Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(D) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If a tenant, after being so notified by the Association, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subparagraph (ii)(C)(3) above.

(E) Pursuant to the PD Agreement and notwithstanding the foregoing, the Condominium Project is subject to the following:

(1) A Unit (which for purposes of this item (E) includes the Residence and other improvements located within the Unit) shall not be purchased for the purpose of leasing the Unit to other persons. A Unit that contains a Residence shall only be sold to persons who intend to occupy such Residence as their personal residence.

(2) If a Co-owner whose Unit qualifies as the Co-owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her Unit, such Co-owner shall be permitted to lease his or her Unit to other persons during the period such Co-owner continues to hold title to the Unit. If such Co-owner thereafter conveys or otherwise transfers title to the Unit, any lease in effect shall automatically terminate and, subject to clause (iii) below, the tenant(s) shall be required to immediately vacate the Unit, unless such tenant(s) is the purchaser of the Unit.

(3) A Co-owner who is permitted to lease his or her Unit pursuant to clause (ii) above may lease the Unit for a period not to exceed three (3) years, regardless of whether the Co-owner continues to own the Unit beyond such three (3) year period. However, upon the request of the Co-owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of twenty-four (24) months and shall not, under any circumstances, exceed two (2) additional years to lease the Unit.

(4) For purposes of the foregoing restrictions in this item (5), the grant of a mortgage of a Unit by the Co-owner of such Unit shall not constitute a

transfer of the Co-owner's title to the Unit. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a Unit by foreclosure, receivership or deed in lieu of foreclosure shall be permitted to lease the Unit to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the Unit.

(5) The rental rates for Units permitted to be leased under this item (E) shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including laws adopted and enforced by the Township, the rental of Units shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(6) Except as provided in this item (E), the leasing of Units within the Condominium Project shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(7) The leasing of Units shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single-family residential properties, including ordinances pertaining to licensing and inspections.

(8) All leases or rental agreements that are permitted under this item (5) shall incorporate the foregoing provisions.

The Township shall have the authority to enforce the restrictions set forth in this sub-subparagraph (E) and no amendment to this sub-subparagraph (E) may be made without the prior written consent of the Township.

(hh) Co-owners shall take precaution not to cause or permit the release, disposal, dumping, or discharge of any substance into or onto any open space or pond areas. In addition, the following activities shall be prohibited in all open space and pond areas:

- (i) Dumping or storing of any material or refuse;
- (ii) Activity that may cause risk of soil erosion or threaten any living plant material;
- (iii) Cutting or removal of live plant material except for removal of dying or diseased vegetation;
- (iv) Use of motorized off road or water vehicles; and
- (v) Use of pesticides, herbicides or fertilizers within the open space.

(ii) Pursuant to the Declaration, no dock, boathouse, shed, or any other structure shall be constructed, installed or otherwise permitted on any Unit or adjacent Common Element that borders the water. The use of any watercraft containing an internal or external combustion engine, 'jet'-type motor, gasoline, air, fan, blower, or jet propulsion device, or any

type of high performance water vehicle, including but not limited to jet skis, jet boats, or waverunners, shall not be permitted. Watercraft powered by a single, small electric motor shall not be excluded under this provision.

(jj) Developer reserves the right to, prior to the expiration of the Development and Sales Period and without the consent of any Co-owner, Mortgagee or any other person interested or to become interested in the Project, create additional restrictions and/or to revise or eliminate restrictions in connection with the development of the Condominium Project by amending this Article VI and recording such amendment with the Washtenaw County Register of Deeds.

Section 4. Requirements, Restrictions and Regulations Relative to Construction Activities.

(a) Developer reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Project (whether or not in connection with the construction, repair or maintenance of a Residence or other Structure) as Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. Unless waived by Developer, in writing, the following rules, regulations, restrictions and requirements shall apply to any construction or site improvement activities within the Project, including landscaping, that may be carried out by any person, including any Owner or any contractor of an Owner (but excluding the Exempt Entities), throughout the duration of the Development and Sales Period; provided that the Association shall have the right to enforce similar rules after the Development and Sales Period:

(i) Once commenced, all construction activity shall be carried out with all reasonable diligence, and the exterior of all Residences or other Structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(ii) Construction activities shall be carried on only during those hours not prohibited by Township ordinances.

Section 5. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and approving plans, drawings, specifications, submissions and other matters to be approved or waived by Developer under this Article VI, Developer intends to ensure that the Structures, Residences and other features embodied or reflected therein meet the requirements set forth in this Article VI; provided, however, Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 6 of this Article VI. In addition to ensuring that all Structures, Residences and other features comply with the requirements and restrictions of Section 3 of this Article VI, Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as Developer (or the Architectural Control Committee after control thereof has been transferred by Developer), deems appropriate, in its sole discretion. Developer or the Architectural Control Committee, as the case may be, shall be

deemed to have the broadest discretion in determining what Residences, fences, walls, hedges or other Structures are appropriate. In no event shall either Developer (or the agents, offices, employees or consultants thereof), or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including, without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the Residences, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on or otherwise judicially contest Developer or other persons for any decision (or alleged failure to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Developer reserves the right to approve or waive under this Article VI. Developer's approval (or the Architectural Control Committee's approval, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure, Residence or other matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known) is hereby disclaimed.

Section 6. Developer's Right to Waive or Amend Restrictions and Regulations. Notwithstanding anything herein to the contrary, Developer reserves to itself, in its capacity as Developer (and to its successors and assigns to whom this right is assigned in writing, and the Architectural Control Committee, as the case may be), the right, in Developer's sole discretion, to approve any Structure, Residence or activity otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Article VI or elsewhere in the Condominium Documents. In no event, however, shall Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all of the rules, regulations, restrictions and requirements set forth herein, unless Developer indicates its intent and agreement to do so in writing, and, in the case of an approval of nonconforming Structures, the requirements of Section 2, paragraph (b) of this Article VI are met.

Section 7. Architectural Control Committee. Upon the later of: (i) the expiration of the Development and Sales Period; and (ii) the date when certificates of occupancy have been issued for Residences on one hundred percent (100%) of the Units in the Project (the "Transfer Date"), or at such earlier time as Developer, in its sole discretion may elect, Developer will assign, transfer and delegate to an Architectural Control Committee all of Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any unit or any other matter which Developer may approve or waive as provided in this Article VI. The assignment will automatically occur on the Transfer Date, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Board of Directors.

ARTICLE VII
MORTGAGES, MORTGAGE INSURERS
AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the Condominium Documents which are granted to First Mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a Mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of Mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the General Common Elements or Limited Common Element appurtenant to a Unit in which they have an interest, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII
VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than Developer or SE, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than Developer or any other Exempt Entity, shall be

entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. Developer and any other Exempt Entity that owns one or more Units shall be the only persons entitled to vote at a meeting of the Association until the First Annual Meeting of members and Developer shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, Developer shall be entitled to one vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. If a properly scheduled meeting fails to meet the quorum requirements, the meeting can be rescheduled and the quorum for the rescheduled meeting shall be seventeen and one half percent (17.5%) of the Co-owners qualified to vote. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. Except as otherwise provided in these Bylaws or the Master Deed, a majority of the votes cast by those qualified to vote in present in person or by proxy at a given meeting of the members of the Association constitutes the action of the members.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other

generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the total number of Units that may be created in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association in each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action by Ballot. Any action which may be taken at a meeting of the members may be taken without a meeting by ballot of the members. Ballots shall be provided to each member in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such ballots shall (a) set forth each proposed action; (b) provide an opportunity for the members to approve or disapprove of each action; (c) specify the total number of members voting or votes cast needed to approve the action; and (d) specify the time by which a ballot must be received by the Association in order to be counted as a vote of the member. The time specified for returning ballots must not be less than twenty (20) days or more than ninety (90) days after the date the Association provides the ballot to the members. Except as otherwise provided in these Bylaws or the Master Deed, an action shall be considered approved by written ballot if (i) the total number of member votes cast in ballots received by the Association within the time specified in the ballot equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) the number of approvals equals or exceeds the number of votes which would be required to approve the action at a meeting at which the total number of votes cast by members was the same as the total number of votes cast by ballot.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum of Co-owners is present either in person or by proxy; and if, either before or after the meeting, each of the Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units which may be created in the Project, whichever first occurs, Developer shall cause to be established an Advisory Committee

consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner Developer deems advisable except that if more than fifty percent (50%) of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace (at its discretion and at any time) any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be Co-owners of the Association or officers, partners, trustees, employees or agents of Co-owners of the Association, except for any Directors appointed by Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

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

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-Developer Co-owners. When the required number of conveyances has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to Developer of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve for a term that expires on the earlier of one (1) year after the date of election of such Director and the date of the First Annual Meeting of members, unless such Director is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. The non-Developer Co-owners shall, thereafter until such time as the First Annual Meeting is held and Directors are elected pursuant to subsection (c) below, hold meetings on an annual basis to elect and certify the Director that the non-Developer Co-owners are entitled to elect pursuant to this subsection (b), who shall hold office for a term that expires on the earlier of one (1) year after the date of election of such Director and the First Annual Meeting of members.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of the Units that may be created, the non-Developer Co-owners shall elect all Directors on the Board, except that Developer shall have the right to designate at least one (1) Director as long as Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to less than seventy-five percent (75%) of the Units that may be created has 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 that the non-Developer Co-owners own, and 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 Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). 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), 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 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 Developer to designate one (1) Director as provided in subsection (i).

(iv) The term of office of each Director elected at or after the First Annual Meeting shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. When Developer no longer has the right to designate any Director (e.g., Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project and less than ten percent (10%) of the Units remain that may be created), Developer designated Director shall cease to serve and the remaining Directors shall appoint a non-Developer Co-owner to fill the position of the former Developer designated Director until the next annual meeting, at which time such Director seat shall be filled by election of the non-Developer Co-owners for a two (2) year term.

(v) Once the non-Developer Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

(d) Conveyance to a Residential Builder. For purposes of calculating the timing of events described in this Section 2, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-Developer Co-owner until such time as the residential builder conveys that Unit with a completed Residence on it or until it contains a completed Residence which is occupied.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

(c) To carry insurance and collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty, subject to all of the other applicable provisions of the Condominium Documents;

(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 affirmative vote of seventy five percent (75%) of all of the Co-owners in number and in value;

(h) To make rules and regulations in accordance with Article VI, Section 3, paragraph (cc) of these Bylaws;

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. During the Development and Sales Period, the Board of Directors shall employ a professional management agent for the management of the Project unless Developer otherwise agrees in writing to permit the Board to "self-manage" the Project.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this section for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one (1) person.

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 or her by the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she 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.

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCES

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts affecting the Condominium Project and its administration, and which shall specify operating expenses of the Condominium Project, including but not limited to 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 normal business hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The financial statement for the Association's fiscal year shall be prepared within 90 days following the end of such fiscal year. Except as provided below, if the Association has annual revenues of greater than Twenty Thousand and 00/100 Dollars (\$20,000.00), then for each such year the books, records and financial statements of the Association shall be independently audited or reviewed by a certified public accountant. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements of the two immediately preceding sentences on an annual basis by an affirmative vote of a majority of the members of the Association. Any First Mortgagee and any other agency or corporation which has an interest or prospective interest in the Condominium shall be entitled to receive a copy of any such audited or reviewed financial statement within a reasonable time after the Association is provided with a written request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association shall make available for inspection upon request, during normal business hours, to Co-owners and First Mortgagees, current copies of the Condominium Documents and the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws. The Association shall make available for inspection upon request, during normal business hours, to prospective purchasers of Units current copies of the Condominium Documents, the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws, and the most recently audited financial statement of the Association.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where a Director or officer is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, Laws and the rules and regulations of the Association, if any, promulgated pursuant to Section 3(cc) of Article VI of these Bylaws, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium 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 XVII
DEFINITIONS

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

ARTICLE XVIII
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by 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.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XIX below.

Section 5. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).

(c) Third Violation. A fine of One Hundred Dollars (\$100.00).

(d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Washtenaw County Records and the new schedule shall be effective upon recording.

Section 4. Collection. Fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XIX of these Bylaws.

ARTICLE XX JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall, except as otherwise provided in this Article XX, require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the Litigation Evaluation Meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) it is in the best interests of the Association to file a lawsuit;

(ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(iii) litigation is the only prudent, feasible and reasonable alternative; and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the Litigation Attorney has practiced law; and (ii) the experience of the Litigation Attorney in representing condominium and homeowners associations.

(c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall including the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The Litigation Attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the

Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the Litigation Evaluation Meeting.

Section 5. Co-owner Vote Required. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board of Directors is not retained, the Litigation Special Assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The Litigation Special Assessment shall be apportioned to the Co-owners in accordance with Article VI of the Master Deed and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").

(b) All actions taken in the civil action during the Reporting Period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the Reporting Period.

(c) A detailed description of all discussions with opposing counsel during the Reporting Period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("Litigation Expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The Litigation Expenses for each civil action filed by the Association shall be listed as a separate line item captioned "Litigation Expenses" in the Association's annual budget.

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or granted to Developer or its successors shall terminate, if not sooner assigned to the Association, upon the expiration of the Development and Sales Period unless otherwise provided in these Bylaws or Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to Developer is intended to apply,

insofar as Developer is concerned, only to 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 of any rights of Developer under Articles VII, VIII(c), IX, X, XI, or XII of the Master Deed or any amendments to the Master Deed made pursuant to any such Sections, or any real property rights granted or reserved to Developer or SE or their respective successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other interests or easements created, excepted or reserved in such documents) which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation, exception or reservation and not hereby.

ARTICLE XXII REMOTE COMMUNICATION AND ELECTRONIC TRANSMISSION

Section 1. Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 2. Notices by Electronic Transmission. In addition to the methods of providing notice of meetings set forth in Article IX, Section 5 and Article XI, Sections 9 and 10 of these Bylaws, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

Section 3. Use of Electronic Transmission. As used in these Bylaws, "written" or "writing" will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 4. Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE XXIII SEVERABILITY

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

whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____

EXHIBIT "B" TO THE MASTER DEED OF
MAJESTIC PONDS

A SITE CONDOMINIUM IN
YPSILANTI TOWNSHIP
WASHTENAW COUNTY,
MICHIGAN

DEVELOPER

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MI 48315

ENGINEER AND SURVEYOR

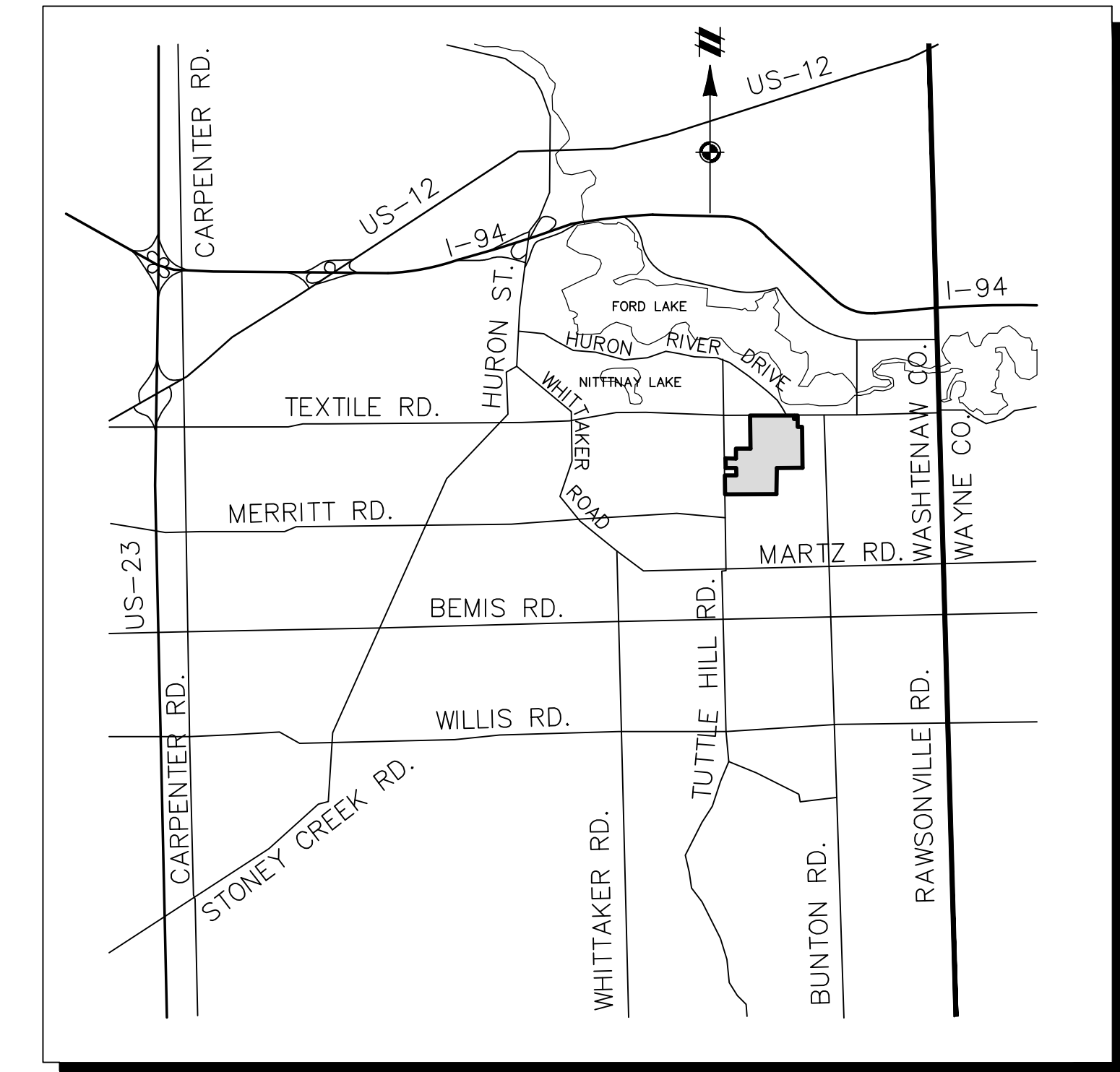
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
PHONE (248) 447-2000
FAX (248) 447-2001

ATTENTION: WASHTENAW COUNTY REGISTER OF DEEDS

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

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.



VICINITY MAP
NOT TO SCALE

DESCRIPTION - MAJESTIC PONDS

MAJESTIC PONDS

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

SHEET NO.

SHEET INDEX

DESCRIPTION

| | |
|----|--|
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| 2 | SURVEY COMPOSITE PLAN |
| 3 | SURVEY PLAN UNITS 1-13, 35-37 |
| 4 | SURVEY PLAN UNITS 14-34 |
| 5 | SITE PLAN UNITS 1-13, 35-37 |
| 6 | SITE PLAN UNITS 14-34 |
| 7 | EASEMENT PLAN STORM AND WATERMAIN UNITS 1-13, 35-37 |
| 8 | EASEMENT PLAN STORM AND WATERMAIN UNITS 14-34 |
| 9 | EASEMENT PLAN SANITARY AND FRANCHISE UNITS 1-13, 35-37 |
| 10 | EASEMENT PLAN SANITARY AND FRANCHISE UNITS 14-34 |
| 11 | UTILITY PLAN UNITS 1-13, 35-37 |
| 12 | UTILITY PLAN UNITS 14-34 |
| 13 | TABLES AND DETAILS |

PROPOSED DATED - NOVEMBER 20, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076

**TITLE AND DESCRIPTION
MAJESTIC PONDS**

1

Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SOUTHFIELD, MI 48076
248.447.2000

| | | | | | |
|---------------------------------|--------|---------------|------|--------------------|----------------------------|
| SECTION 26 | TOWN 3 | SOUTH RANGE 7 | EAST | YPSILANTI TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |
| CLIENT: DIVERSE REAL ESTATE LLC | | | | | |
| MAJESTIC PONDS | | | | | |
| TITLE AND DESCRIPTION | | | | | |
| DATE: 10/18/2018 | | | | | |
| 11/20/18 REVISED MM EASEMENT | | | | | |
| REVISIONS | | | | | |
| DR. JMM CH. LMC | | | | | |
| P.M. L.DROUILLARD | | | | | |
| BOOK -- | | | | | |
| JOB 14000914 | | | | | |
| SHEET NO. 1 | | | | | |

CAD FILE: 14000914C3-01.DWG

THE POINTE AT ISLAND
LAKE SUBDIVISION
LIBER 4021, PAGE 828

HARBOUR COVE ON THE LAKE SUBDIVISION
PLAN NO. 227
LIBER 3179, PAGE 12-79



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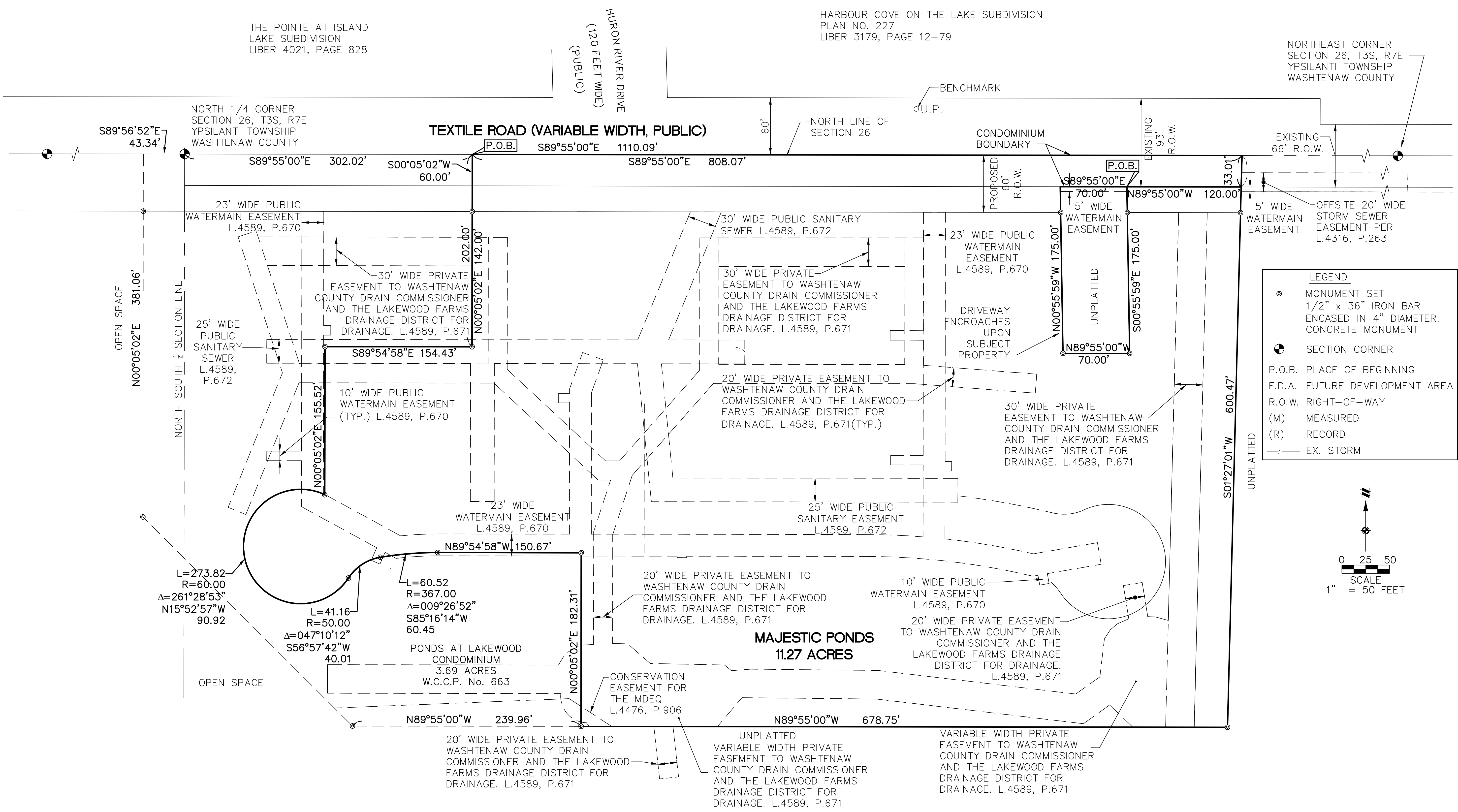
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| | | | |
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| SECTION 26 | TOWN 3 | SOUTH RANGE 7 | EAST |
| YPSILANTI TOWNSHIP | | | |
| WASHTENAW COUNTY, MICHIGAN | | | |

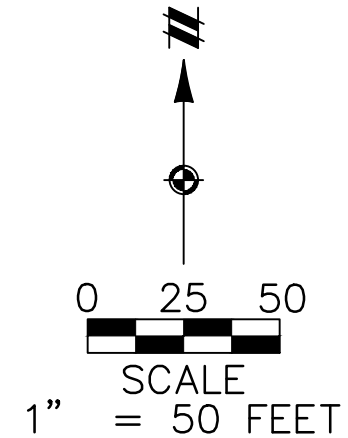
| | |
|---------|--------------------------------------|
| CLIENT | DIVERSE REAL ESTATE LLC |
| PROJECT | MAJESTIC PONDS SURVEY COMPOSITE PLAN |

| | |
|-----------|--------------|
| DATE | 10/18/2018 |
| REVISIONS | |
| DR. | JMM |
| CH. | LMC |
| P.M. | L.DROUILLARD |
| BOOK | -- |
| JOB | 14000914 |
| SHEET NO. | 2 |



LEGEND

- MONUMENT SET 1/2" x 36" IRON BAR ENCASED IN 4" DIAMETER CONCRETE MONUMENT
- ⊕ SECTION CORNER
- P.O.B. PLACE OF BEGINNING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORD
- EX. STORM



NOTES:

- BEARINGS ARE BASED ON LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, WASHTENAW COUNTY RECORDS
- THIS SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA, PER FEMA FIRM MAP PANEL No. 26161C0430E, EFFECTIVE DATE APRIL 3, 2012.

SURVEYOR'S CERTIFICATE:

I, LISA M. DROUILLARD, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

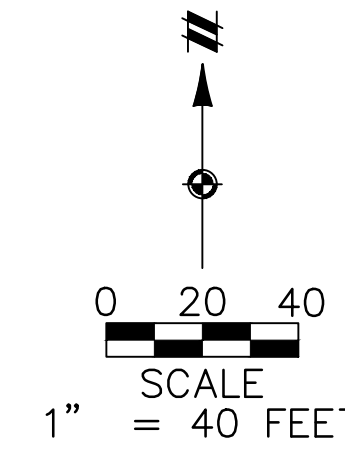
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.



DATE _____

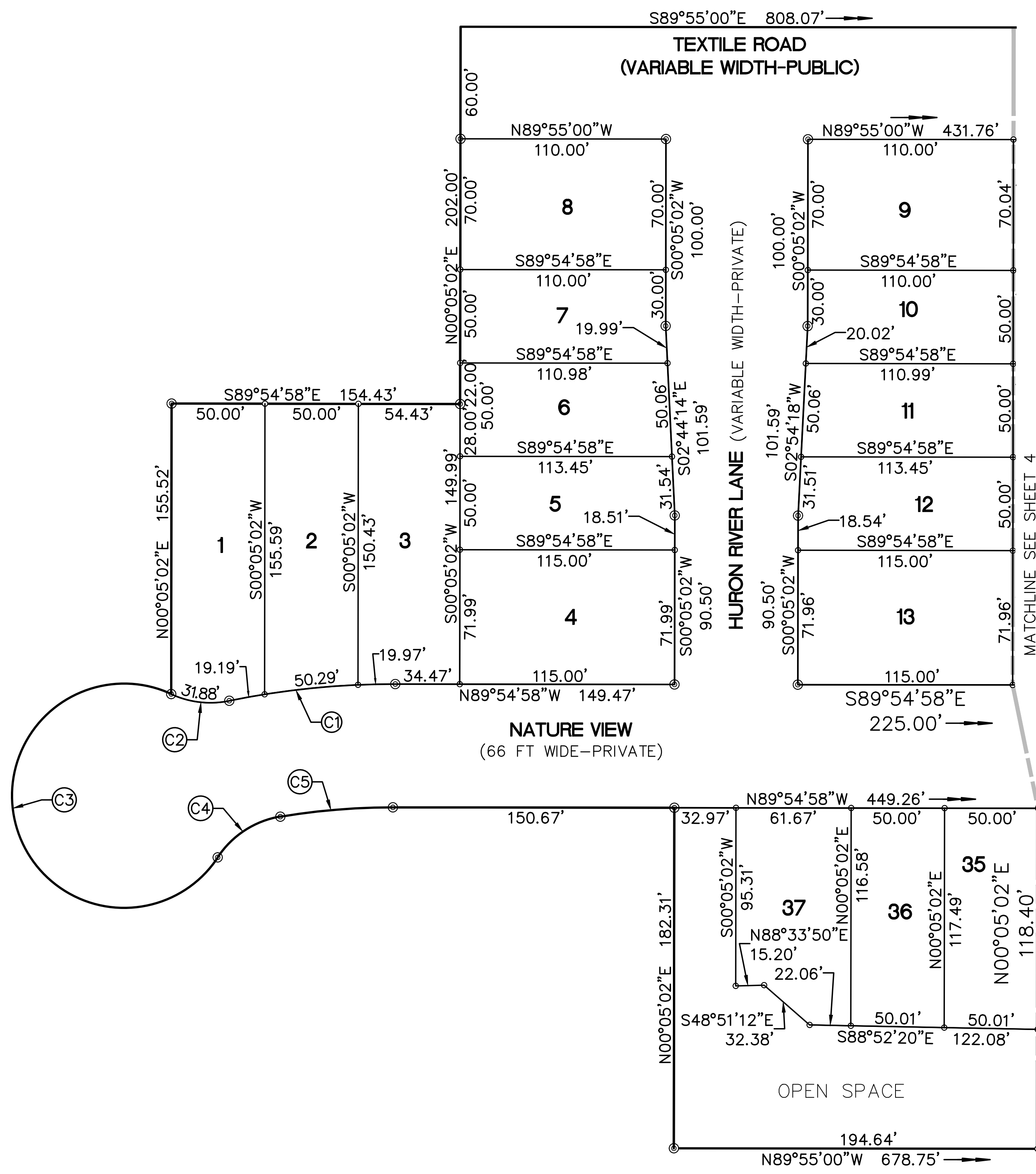
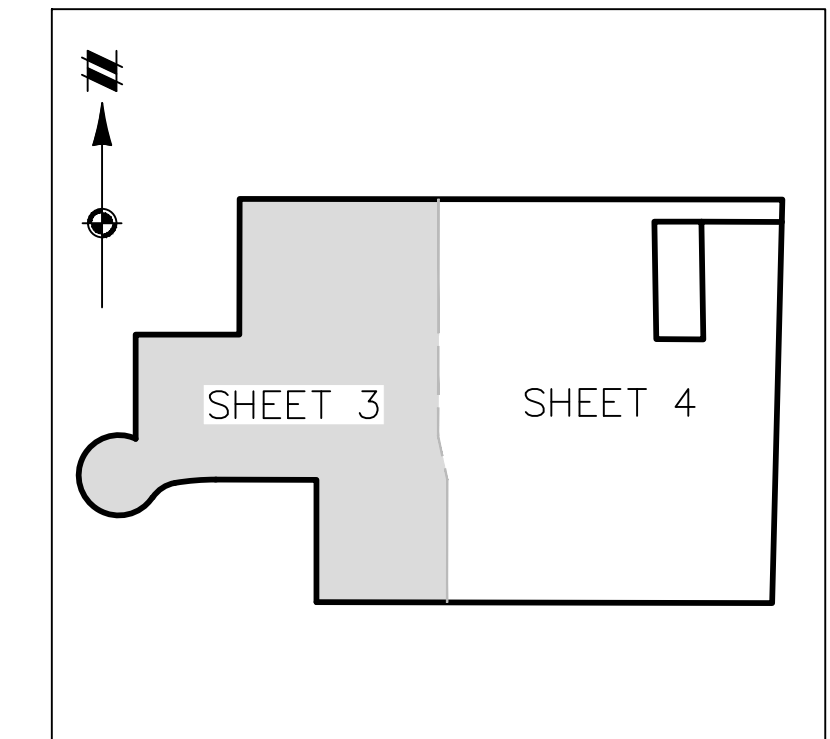
LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000
PROPOSED DATE - 11/20/2018

SURVEY COMPOSITE PLAN MAJESTIC PONDS



LEGEND

- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER
CONCRETE MONUMENT
- SET 1/2" x 18"
IRON ROD
- ③ CURVE NUMBER
- TOTAL LENGTH
- 27** UNIT NUMBER
- R.O.W. RIGHT-OF-WAY



- NOTES:**
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
 - ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED.

SURVEY PLAN CURVE TABLE:

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|--------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 89.45' | 433.00' | 11°50'08" | S84°15'00"W | 89.29' |
| C2 | 31.88' | 50.00' | 36°31'34" | S83°24'18"E | 31.34' |
| C3 | 273.82' | 60.00' | 261°28'53" | N15°52'57"W | 90.92' |
| C4 | 41.16' | 50.00' | 47°10'12" | S56°57'42"W | 40.01' |
| C5 | 60.52' | 367.00' | 9°26'52" | S85°16'14"W | 60.45' |



PROPOSED DATED – NOVEMBER 20, 2018

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

**SURVEY PLAN UNITS 1-13, 35-37
MAJESTIC PONDS**

Know what's below. Call before you dig.

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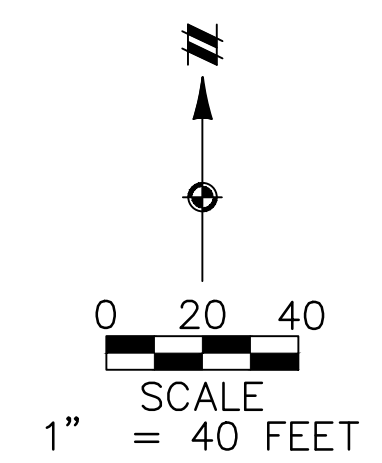
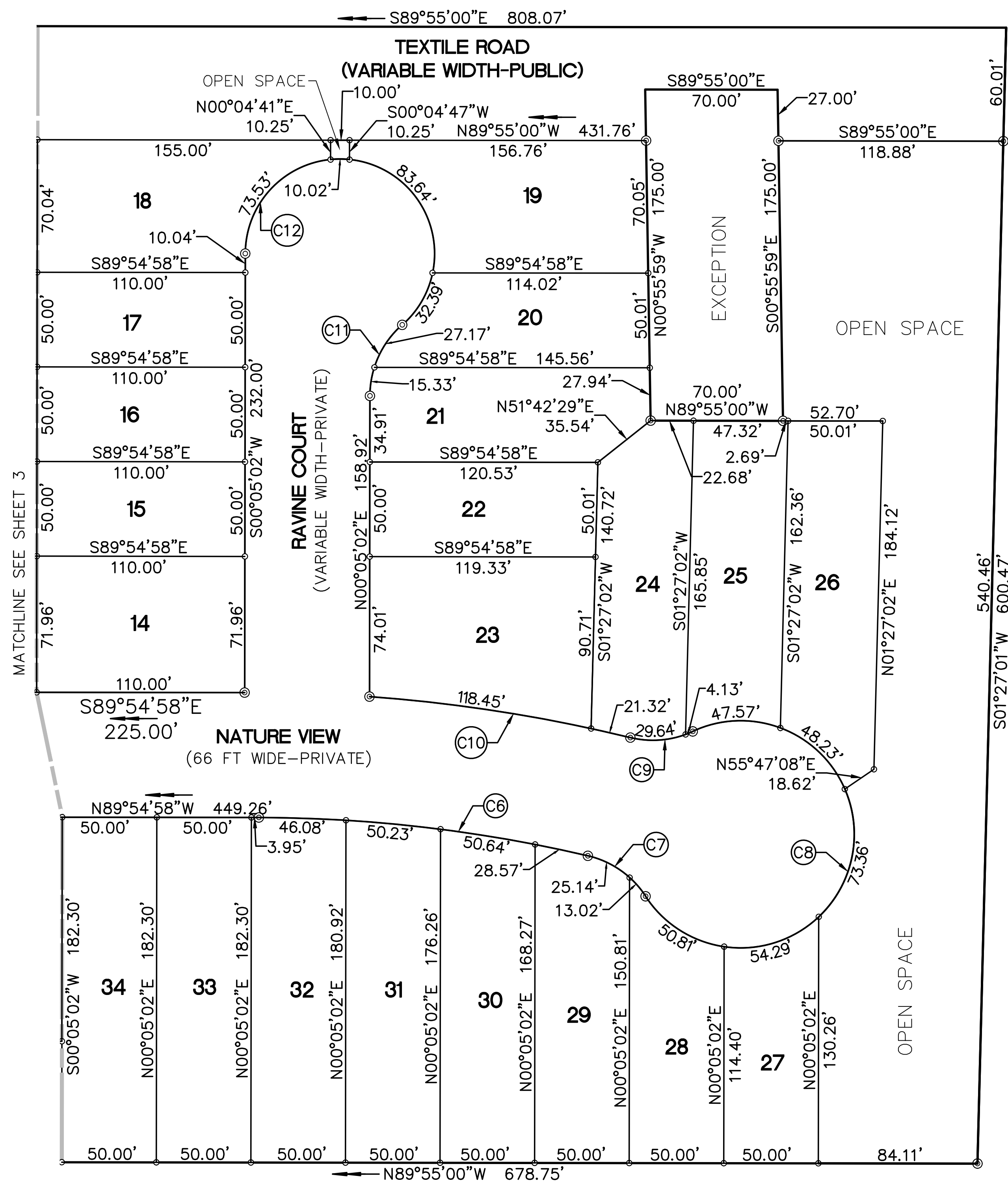
NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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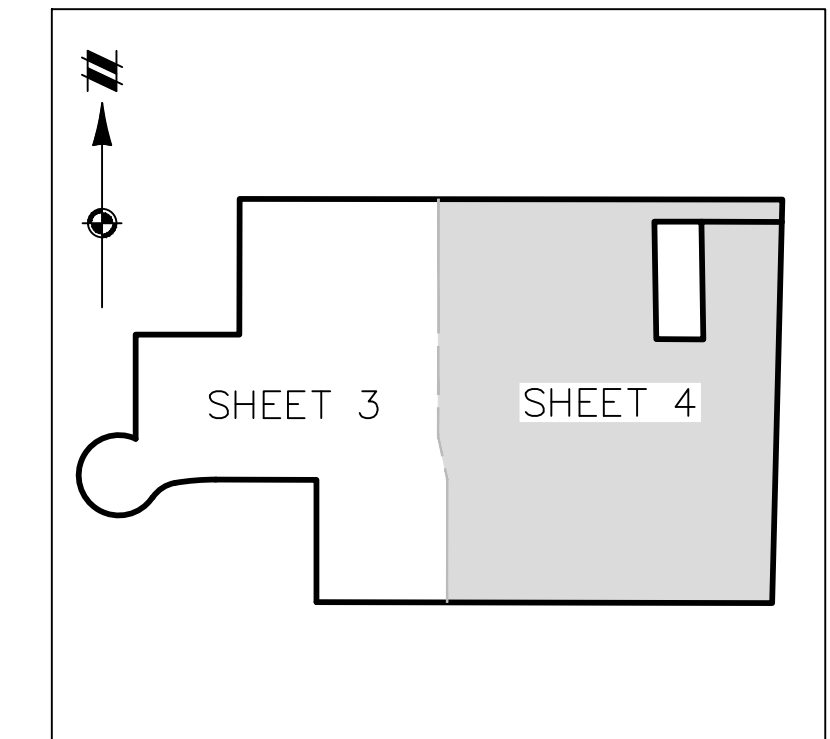
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|--|----------------------------------|----------------|------|
| SECTION 26 | TOWN 3 | SOUTH, RANGE 7 | EAST |
| CLIENT DIVERSE REAL ESTATE LLC | MAJESTIC PONDS | | |
| DATE 10/18/2018 | SURVEY PLAN UNITS 1-13, 35-37 | | |
| PROPOSED DATED – NOVEMBER 20, 2018 | | | |
| LISA M. DROUILLARD LICENSED PROFESSIONAL SURVEYOR NO. 46723 ATWELL, LLC TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 (248) 447.2000 | | | |
| REVISIONS | | | |
| DR. JMM | CH. LMC | | |
| P.M. L.DROUILLARD | | | |
| BOOK -- | | | |
| JOB 14000914 | | | |
| SHEET NO. 3 | | | |

CAD FILE: 14000914C3-03-SU.DWG



LEGEND

- ⊙ MONUMENT SET 1/2" x 36" IRON BAR ENCASED IN 4" DIAMETER CONCRETE MONUMENT
- SET 1/2" x 18" IRON ROD
- ③ CURVE NUMBER
- TOTAL LENGTH
- 27** UNIT NUMBER
- R.O.W. RIGHT-OF-WAY



- NOTES:**
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
 - ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED.

SURVEY PLAN CURVE TABLE:

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C6 | 175.52' | 767.00' | 13°06'43" | N83°21'37"W | 175.14' |
| C7 | 38.16' | 50.00' | 43°43'53" | N54°56'19"W | 37.24' |
| C8 | 274.26' | 60.00' | 261°54'09" | N15°58'33"E | 90.63' |
| C9 | 33.77' | 50.00' | 38°41'39" | N84°22'18"E | 33.13' |
| C10 | 139.77' | 833.00' | 9°36'49" | N81°05'17"W | 139.61' |
| C11 | 42.50' | 50.00' | 48°42'00" | N24°26'02"E | 41.23' |
| C12 | 199.58' | 50.00' | 228°42'00" | N65°33'58"W | 91.10' |



LISA M. DROUILLARD
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ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

PROPOSED DATED – NOVEMBER 20, 2018

**SURVEY PLAN UNITS 14-34
MAJESTIC PONDS**

811
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CLIENT: DIVERSE REAL ESTATE LLC
MAJESTIC PONDS
SURVEY PLAN UNITS 14-34

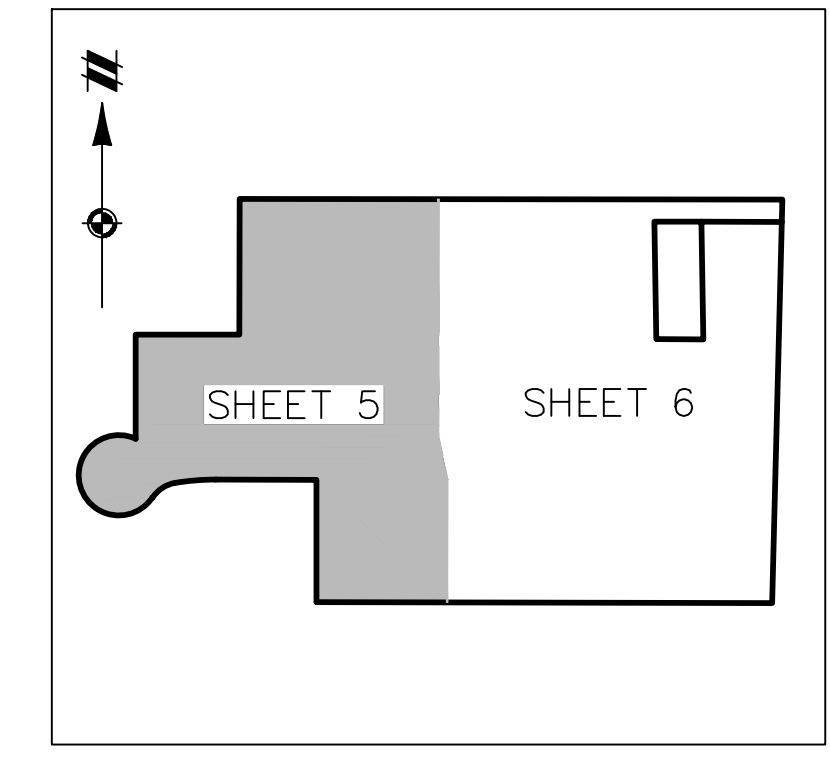
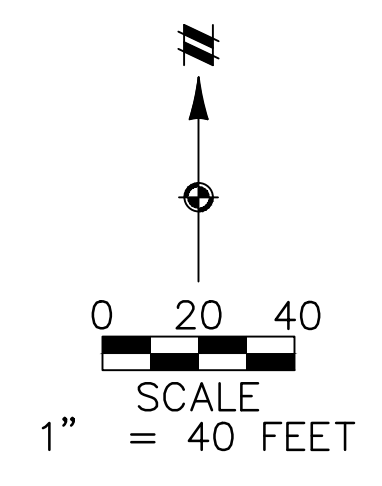
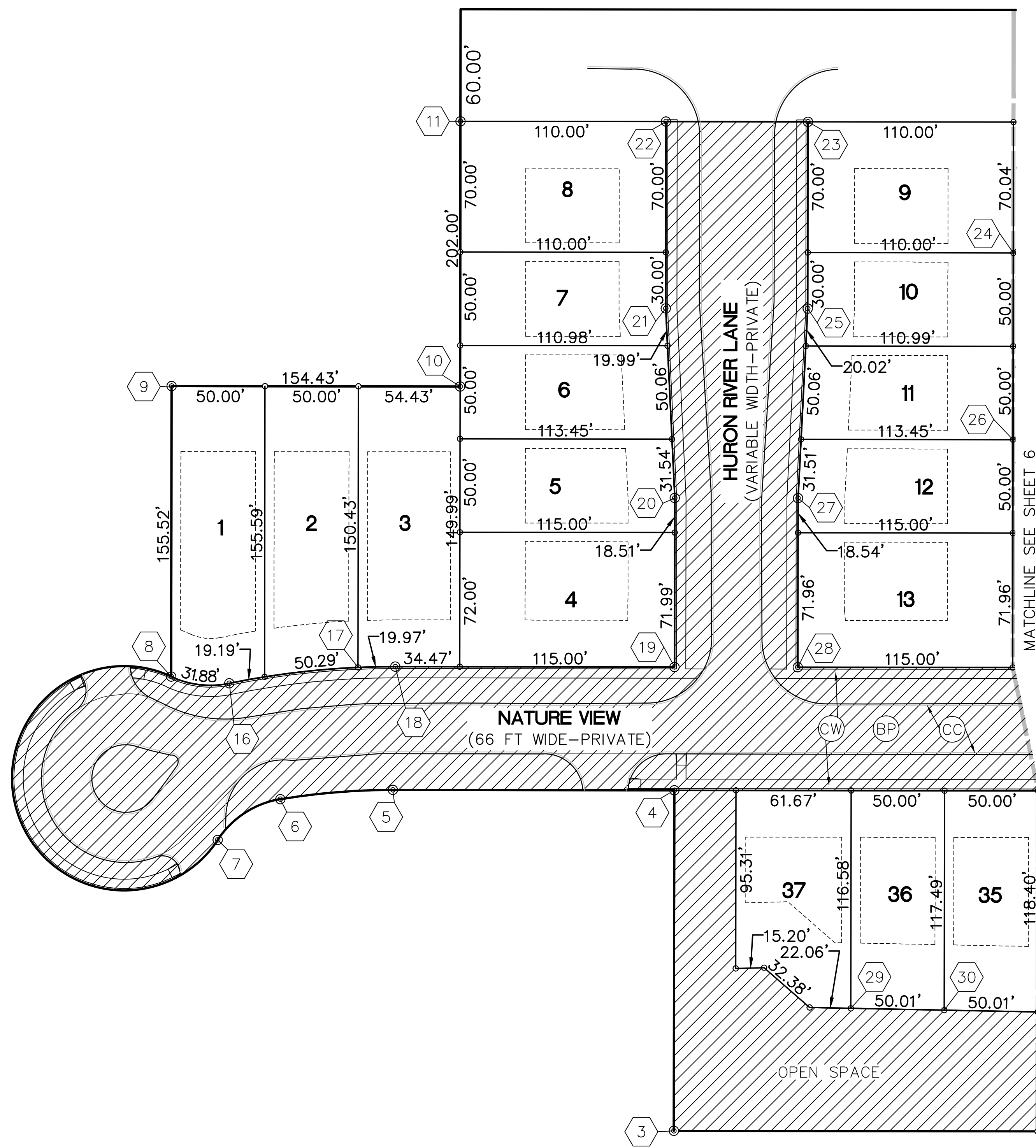
SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
TOWNSHIP YPSILANTI TOWNSHIP
COUNTY WASHINGTON COUNTY, MICHIGAN

DATE 10/18/2018
11/20/18 REVISED MM EASEMENT

REVISIONS

DR. JMM | CH. LMC
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 4

CAD FILE: 14000914-03-SU.DWG



KEY MAP
NO SCALE

| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 3 | 14729.44 | 12973.35 |
| 4 | 14911.74 | 12973.62 |
| 5 | 14911.96 | 12822.98 |
| 6 | 14906.98 | 12762.70 |
| 7 | 14885.16 | 12729.16 |
| 8 | 14972.61 | 12704.28 |
| 9 | 15128.13 | 12704.51 |
| 10 | 15127.91 | 12858.94 |
| 11 | 15269.91 | 12859.14 |
| 16 | 14969.02 | 12735.41 |
| 17 | 14977.56 | 12804.29 |
| 18 | 14977.96 | 12824.25 |
| 19 | 14977.74 | 12973.72 |
| 20 | 15068.24 | 12973.85 |
| 21 | 15169.71 | 12969.00 |
| 22 | 15269.75 | 12969.14 |
| 23 | 15269.64 | 13045.14 |
| 24 | 15199.44 | 13155.04 |
| 25 | 15169.60 | 13045.00 |
| 26 | 15099.44 | 13154.89 |
| 27 | 15068.14 | 13039.85 |
| 28 | 14977.65 | 13039.72 |
| 29 | 14795.02 | 13068.09 |
| 30 | 14794.04 | 13118.09 |

LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⬡ COORDINATE POINT
- 27 UNIT NUMBER
- ▭ LIMITS OF OWNERSHIP
- ▭ SETBACK AREA
- ▭ BUILDING ENVELOPE (TYP.)
- ▨ GENERAL COMMON ELEMENT
- ⊙ CC CONCRETE CURB
- ⊙ BP BITUMINOUS PAVEMENT
- ⊙ CW CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

- NOTES:**
1. ALL STREET AND UTILITY IMPROVEMENTS TO SERVE UNITS 1 AND 2 MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
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 4. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED.
 5. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 6. CONVERTIBLE AREA/FUTURE DEVELOPMENT AREA IS CONVERTIBLE TO UNITS, GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, AS DESIGNATED BY DEVELOPER PURSUANT TO THE MASTER DEED.

PROPOSED DATED – NOVEMBER 20, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
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(248) 447.2000

**SITE PLAN UNITS 1-13, 35-37
MAJESTIC PONDS**

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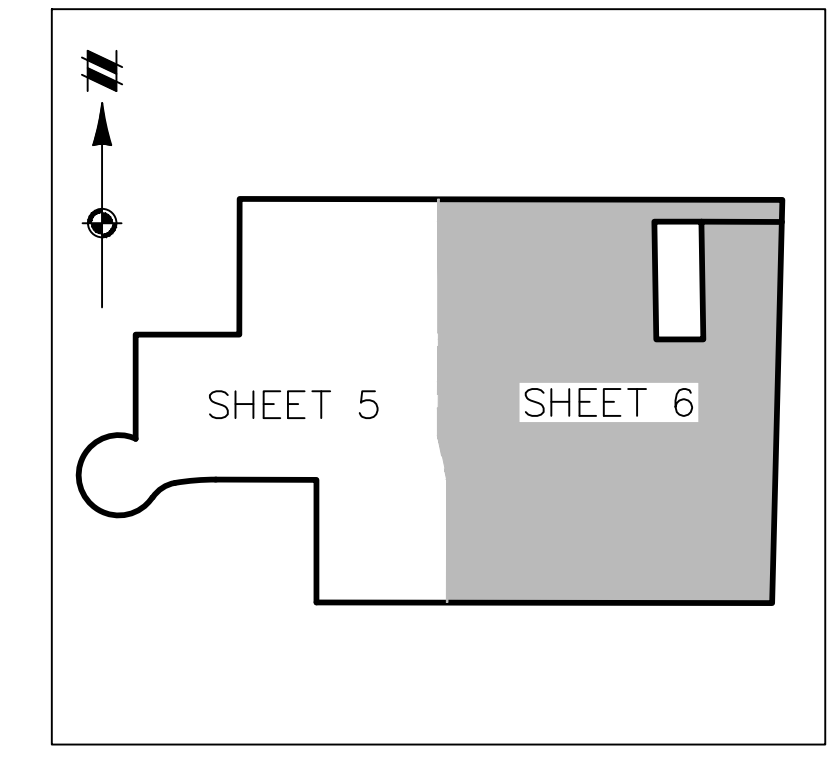
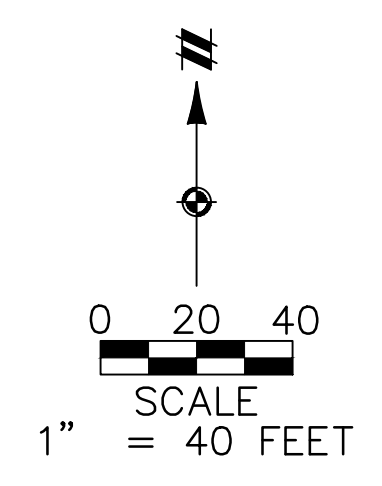
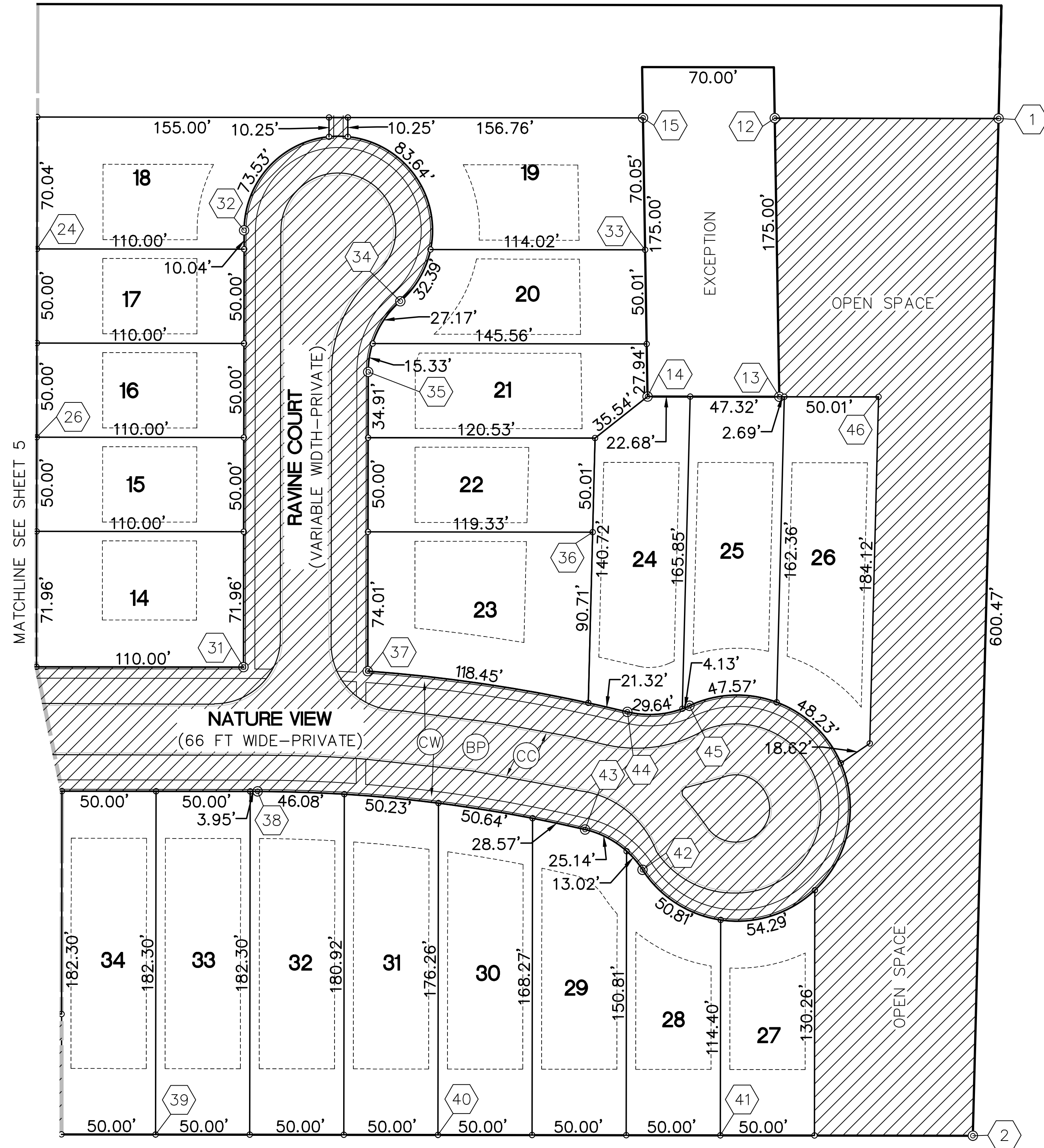
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| | |
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| SECTION 26 | SOUTH, RANGE 7 EAST |
| TOWN 3 | YPSILANTI TOWNSHIP |
| CLIENT DIVERSE REAL ESTATE LLC | MAJESTIC PONDS |
| | SITE PLAN UNITS 1-13, 35-37 |
| DATE | 10/18/2018 |
| | 11/20/18 REVISED WM EASEMENT |
| REVISIONS | |
| DR. JMM | CH. LMC |
| P.M. L.DROUILLARD | |
| BOOK | -- |
| JOB 14000914 | |
| SHEET NO. | 5 |

CAD FILE: 14000914-05-SP.DWG



KEY MAP
NO SCALE

| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 1 | 15268.73 | 13665.78 |
| 2 | 14728.45 | 13652.10 |
| 12 | 15268.91 | 13546.91 |
| 13 | 15120.93 | 13549.32 |
| 14 | 15121.03 | 13479.32 |
| 15 | 15269.01 | 13476.91 |
| 24 | 15199.44 | 13155.04 |
| 26 | 15099.44 | 13154.89 |
| 31 | 14977.32 | 13264.72 |
| 32 | 15209.32 | 13265.05 |
| 33 | 15198.97 | 13478.05 |
| 34 | 15171.63 | 13348.00 |
| 35 | 15134.09 | 13330.94 |
| 36 | 15049.01 | 13450.15 |
| 37 | 14975.17 | 13330.71 |
| 38 | 14911.30 | 13272.21 |
| 39 | 14729.08 | 13217.99 |
| 40 | 14728.86 | 13367.99 |
| 41 | 14728.64 | 13517.99 |
| 42 | 14869.66 | 13476.66 |
| 43 | 14891.05 | 13446.17 |
| 44 | 14953.54 | 13468.63 |
| 45 | 14956.79 | 13501.60 |
| 46 | 15120.85 | 13602.02 |

LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- 12 COORDINATE POINT
- 27 UNIT NUMBER
- ▭ LIMITS OF OWNERSHIP
- ▭ SETBACK AREA
- ▭ BUILDING ENVELOPE (TYP.)
- ▨ GENERAL COMMON ELEMENT
- CC CONCRETE CURB
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**SITE PLAN UNITS 14-34
MAJESTIC PONDS**

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SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC
MAJESTIC PONDS
SITE PLAN UNITS 14-34

DATE: 10/18/2018
11/20/18 REVISED WM EASEMENT

REVISIONS

DR. JMM | CH. LMC
P.M. L.DROUILLARD
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JOB 14000914
SHEET NO. 6

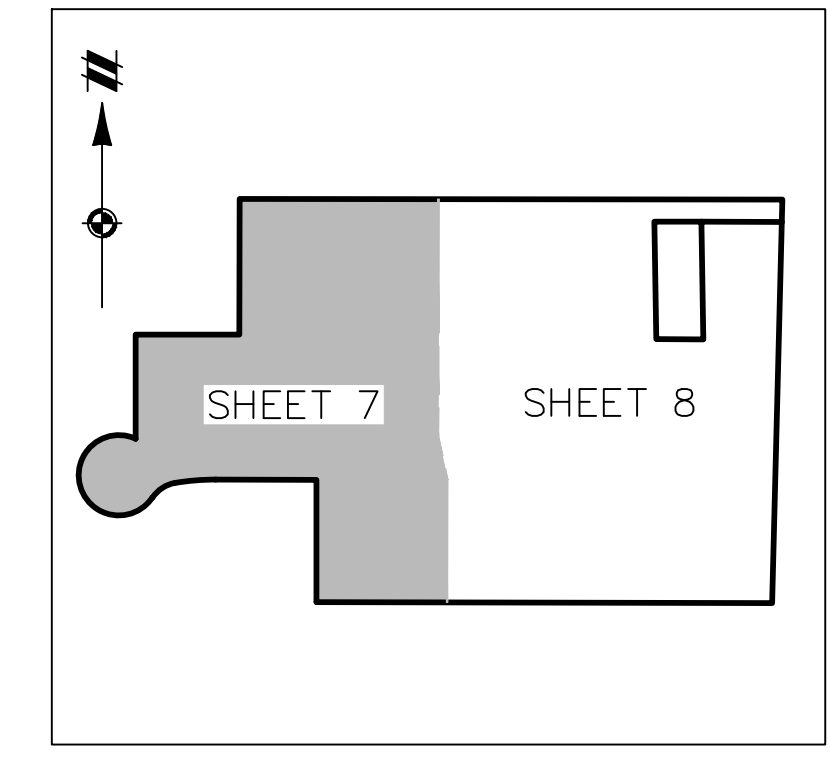
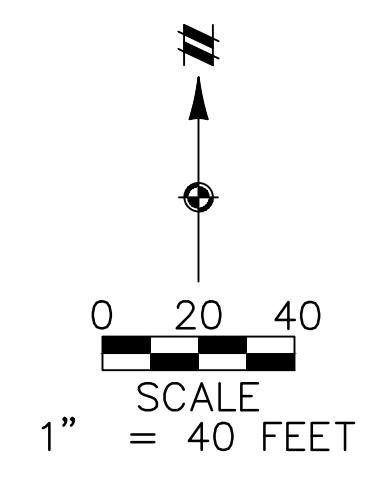
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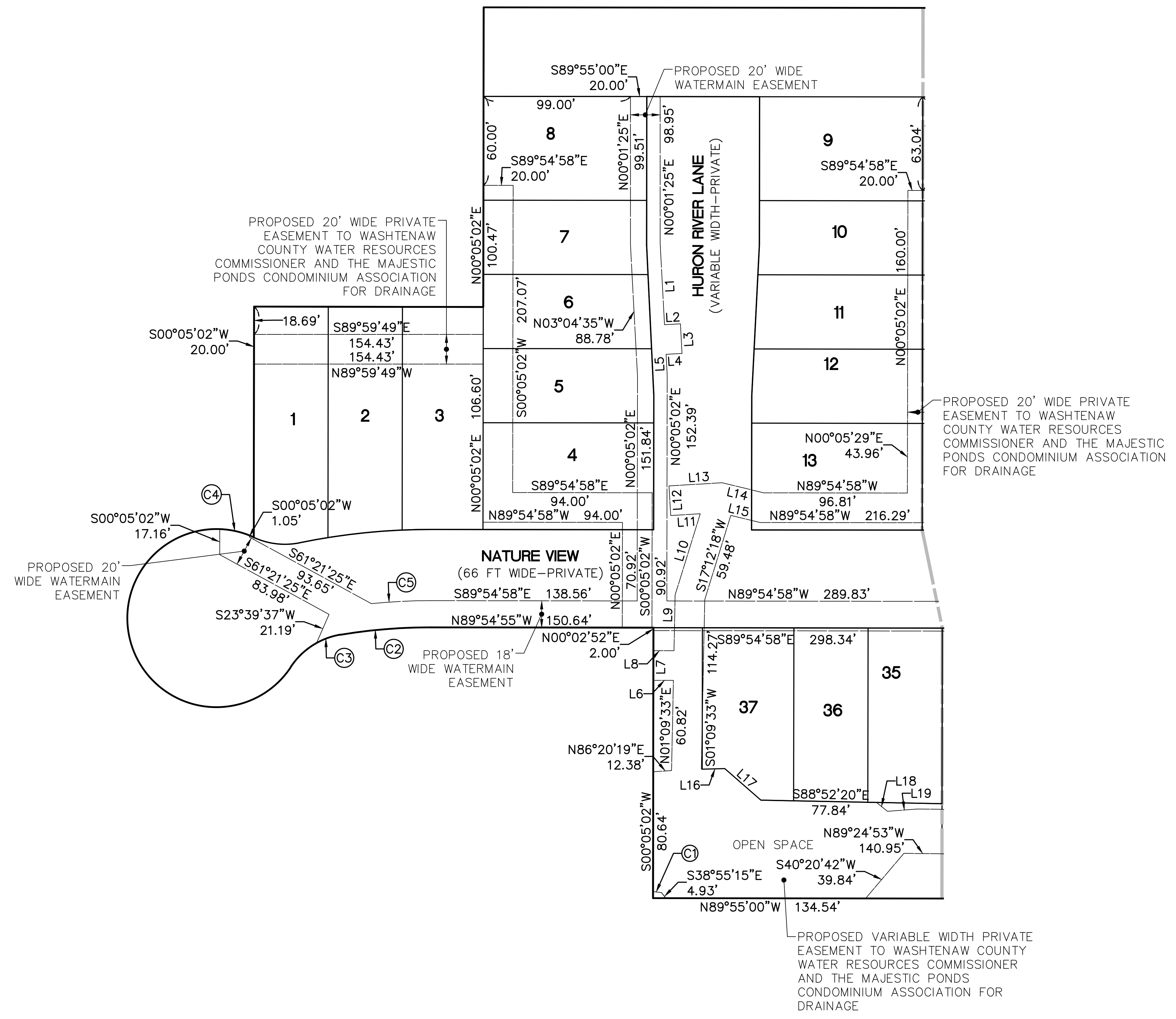
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KEY MAP
NO SCALE



EASEMENT PLAN LINE AND CURVE TABLES:

| CURVE TABLE | | | | | |
|-------------|--------|---------|-----------|--------------|--------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 5.63' | 27.78' | 11°36'36" | S82°29'31"E | 5.62' |
| C2 | 60.55' | 367.00' | 9°27'12" | S85°16'24"W | 60.48' |
| C3 | 17.22' | 50.00' | 19°44'03" | S70°40'47"W | 17.14' |
| C4 | 20.54' | 60.00' | 19°36'54" | S77°59'58"E | 20.44' |
| C5 | 40.63' | 385.00' | 6°02'45" | S87°08'32"W | 40.61' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L1 | N3°04'35"W | 54.89' |
| L2 | S86°55'25"W | 10.75' |
| L3 | N3°04'35"W | 20.00' |
| L4 | N86°55'25"E | 10.75' |
| L5 | N3°04'35"W | 13.90' |
| L6 | N89°54'58"W | 13.50' |
| L7 | S0°05'02"W | 20.00' |
| L8 | S89°54'58"E | 13.87' |
| L9 | N1°09'33"E | 37.62' |
| L10 | N17°12'18"E | 57.25' |

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L11 | S86°33'31"W | 19.94' |
| L12 | N3°26'29"W | 20.00' |
| L13 | N86°33'31"E | 35.90' |
| L14 | N76°21'09"W | 28.87' |
| L15 | N76°21'09"W | 20.34' |
| L16 | N88°33'50"E | 15.79' |
| L17 | S48°51'12"E | 32.38' |
| L18 | S51°16'14"E | 9.59' |
| L19 | N85°29'32"E | 20.08' |



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**EASEMENT PLAN UNITS 1-13, 35-37
STORM SEWER AND WATERMAIN
MAJESTIC PONDS**

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MAJESTIC PONDS
EASEMENT PLAN
UNITS 1-13, 35-37
STORM SEWER & WATERMAIN

SECTION 26
TOWN 3 SOUTH, RANGE 7 EAST
TOWNSHIP YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

DATE: 10/18/2018
11/20/18 REVISED WM EASEMENT

PROPOSED DATED - NOVEMBER 20, 2018

REVISIONS

DR. JMM | CH. LMC
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JOB 14000914
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WASHTENAW COUNTY, MICHIGAN

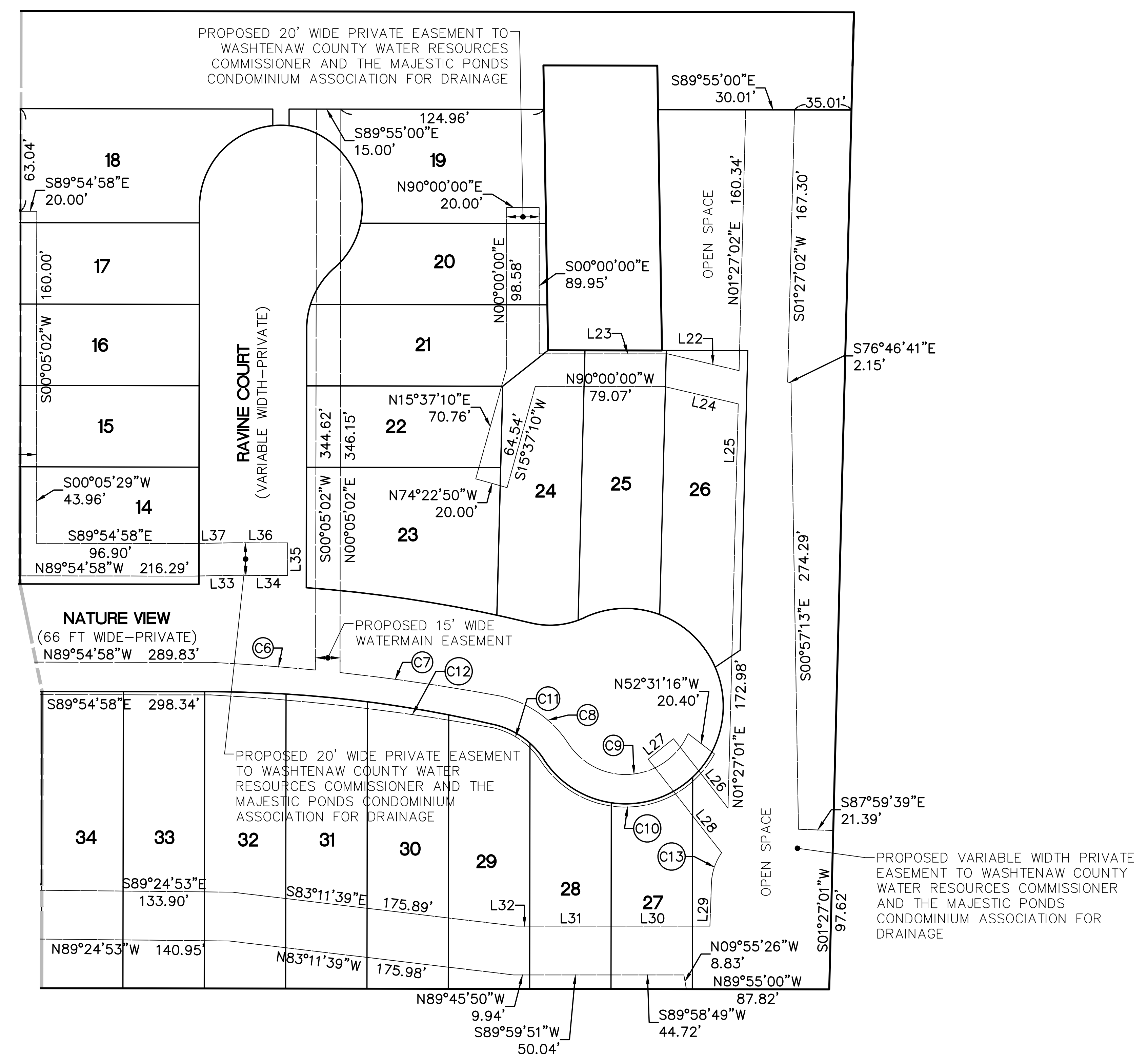
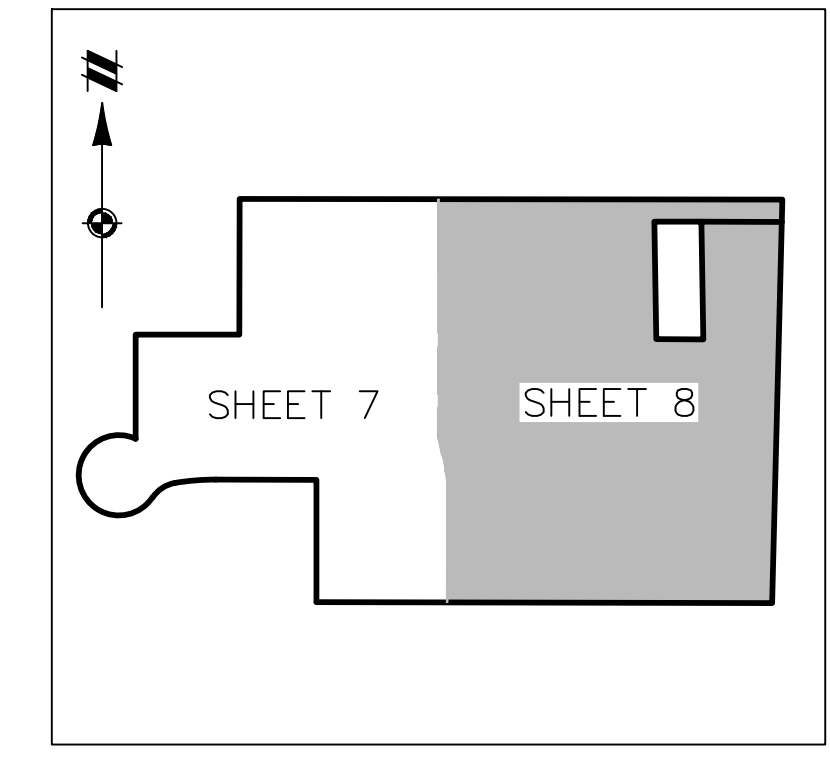
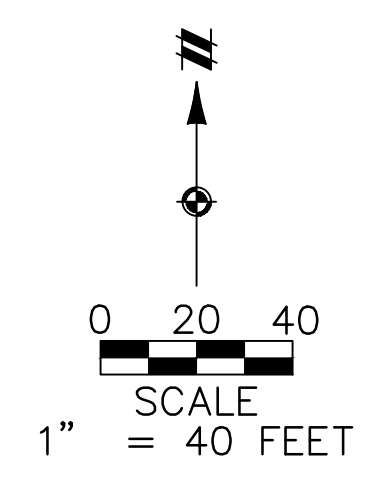
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MAJESTIC PONDS
EASEMENT PLAN
UNITS 14-34
STORM SEWER & WATERMAIN

DATE: 10/18/2018

11/20/18 REVISED MM EASEMENT

Table with 2 columns: REVISIONS, and rows for tracking changes.

DR. JMM | CH. LMC
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 8



EASEMENT PLAN LINE AND CURVE TABLES:

CURVE TABLE with columns: CURVE #, LENGTH, RADIUS, DELTA, CHD. BEARING, CHORD. Rows C6 through C13.

LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L22 through L29.

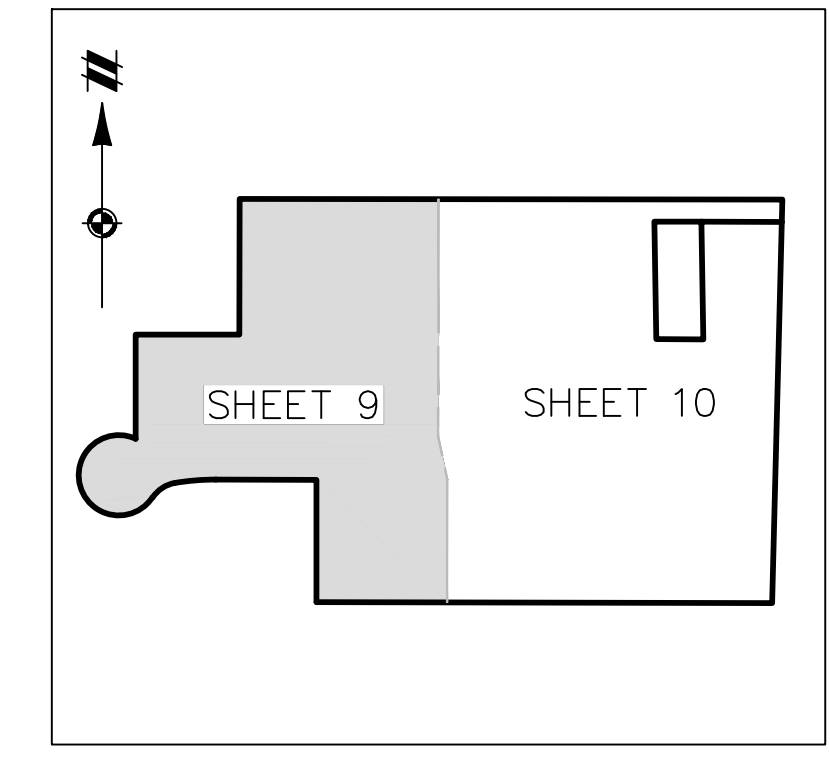
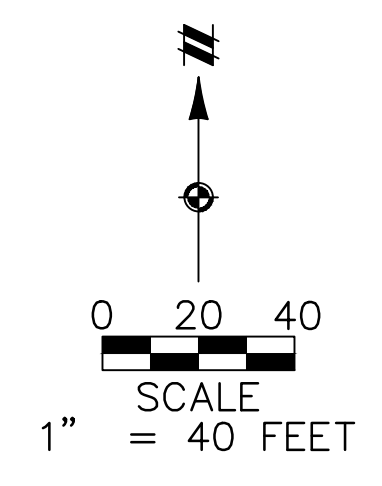
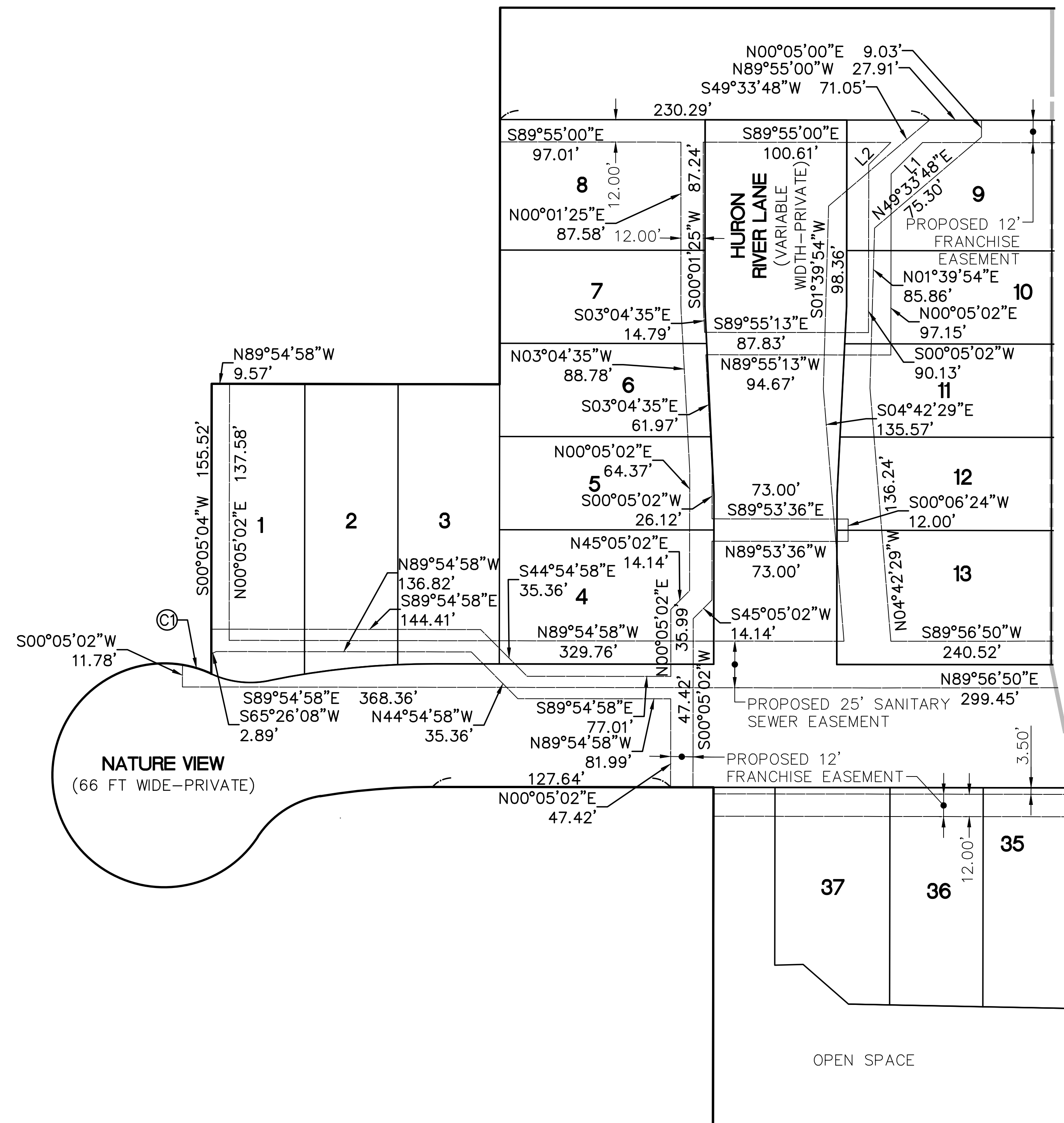
LINE TABLE with columns: LINE #, BEARING, LENGTH. Rows L30 through L37.



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PROPOSED DATED - NOVEMBER 20, 2018

EASEMENT PLAN UNITS 14-34
STORM SEWER AND WATERMAIN
MAJESTIC PONDS



KEY MAP
NO SCALE

| LINE TABLE | | |
|------------|-------------|--------|
| LINE # | BEARING | LENGTH |
| L1 | N45°05'00"E | 23.82' |
| L2 | S45°05'00"W | 16.79' |

| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|--------------|--------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 16.19' | 59.88' | 15°29'33" | N72°51'54"W | 16.14' |

PROPOSED DATED - NOVEMBER 20, 2018



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LICENSED PROFESSIONAL SURVEYOR NO. 46723
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SOUTHFIELD, MI 48076
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EASEMENT PLAN UNITS 1-13, 35-37 SANITARY AND FRANCHISE MAJESTIC PONDS

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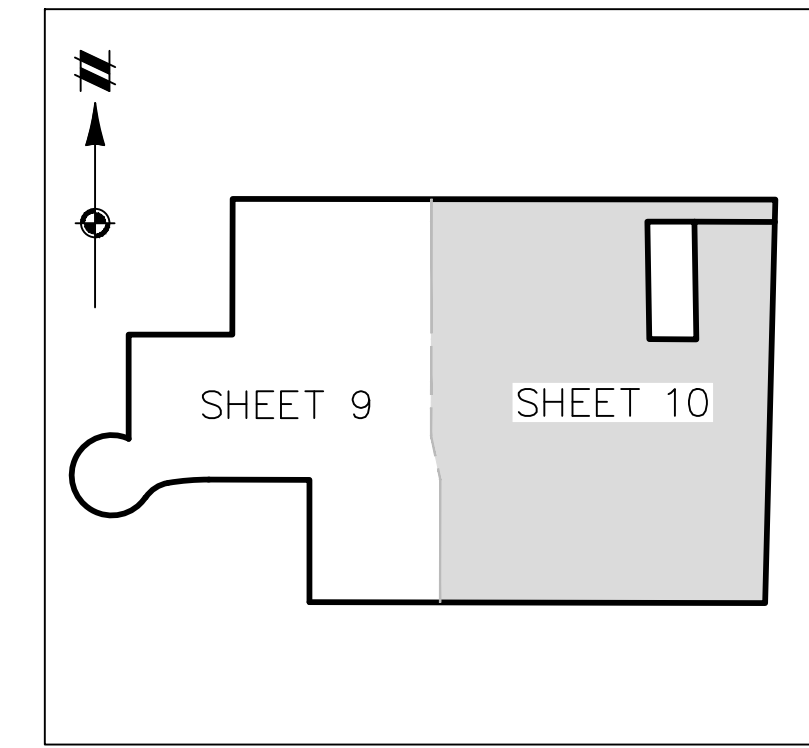
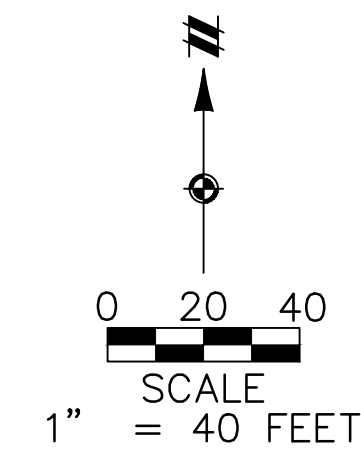
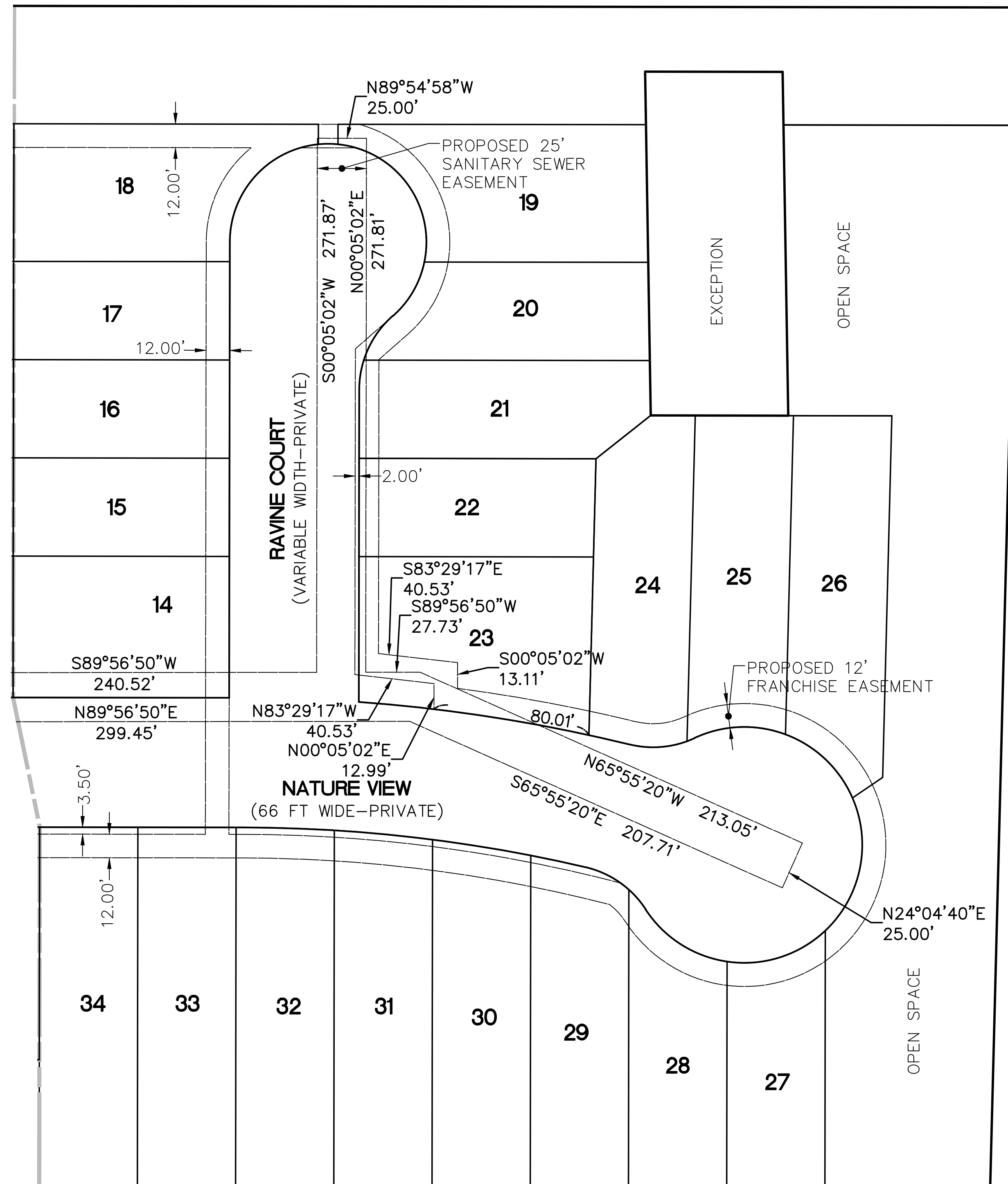
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| | | | | | | |
|---|---------|----------------|------|----------|-----------|------------------|
| SECTION 26 | TOWN 3 | SOUTH, RANGE 7 | EAST | TOWNSHIP | YPSILANTI | COUNTY, MICHIGAN |
| CLIENT: DIVERSE REAL ESTATE LLC | | | | | | |
| MAJESTIC PONDS EASEMENT PLAN UNITS 1-13, 35-37 SANITARY AND FRANCHISE | | | | | | |
| DATE: 10/18/2018 | | | | | | |
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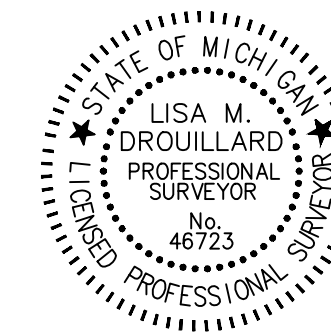
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 UNITS 14-34
 SANITARY AND FRANCHISE

DATE 10/18/2018

11/20/18 REVISED MM EASEMENT

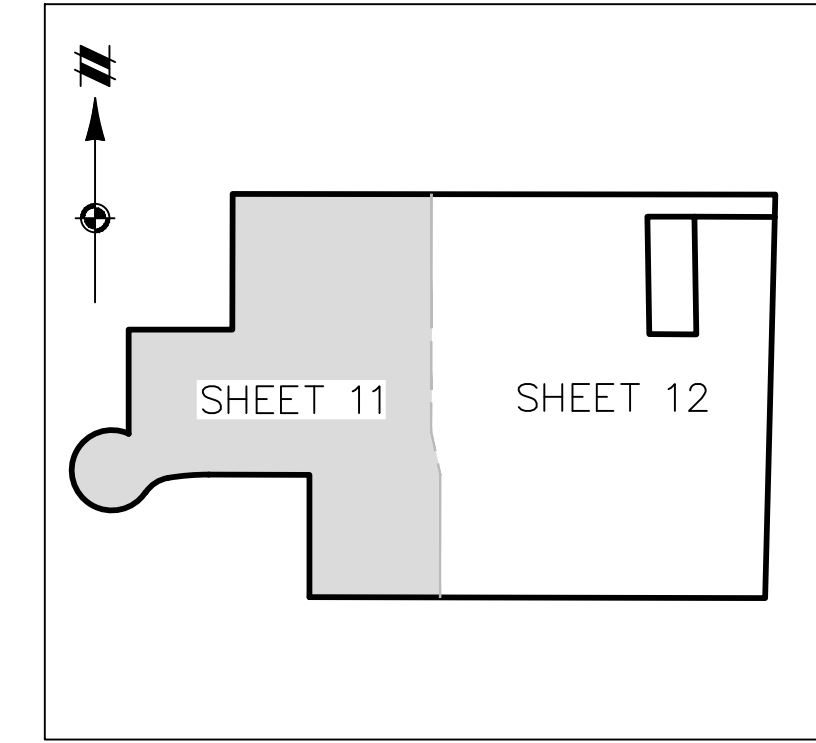
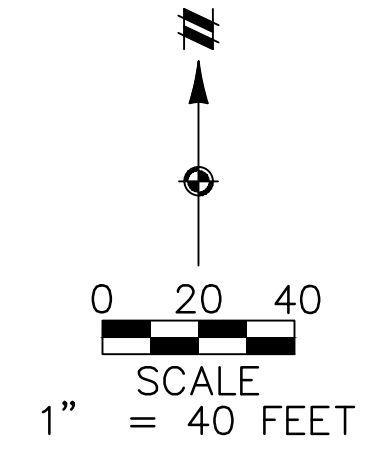
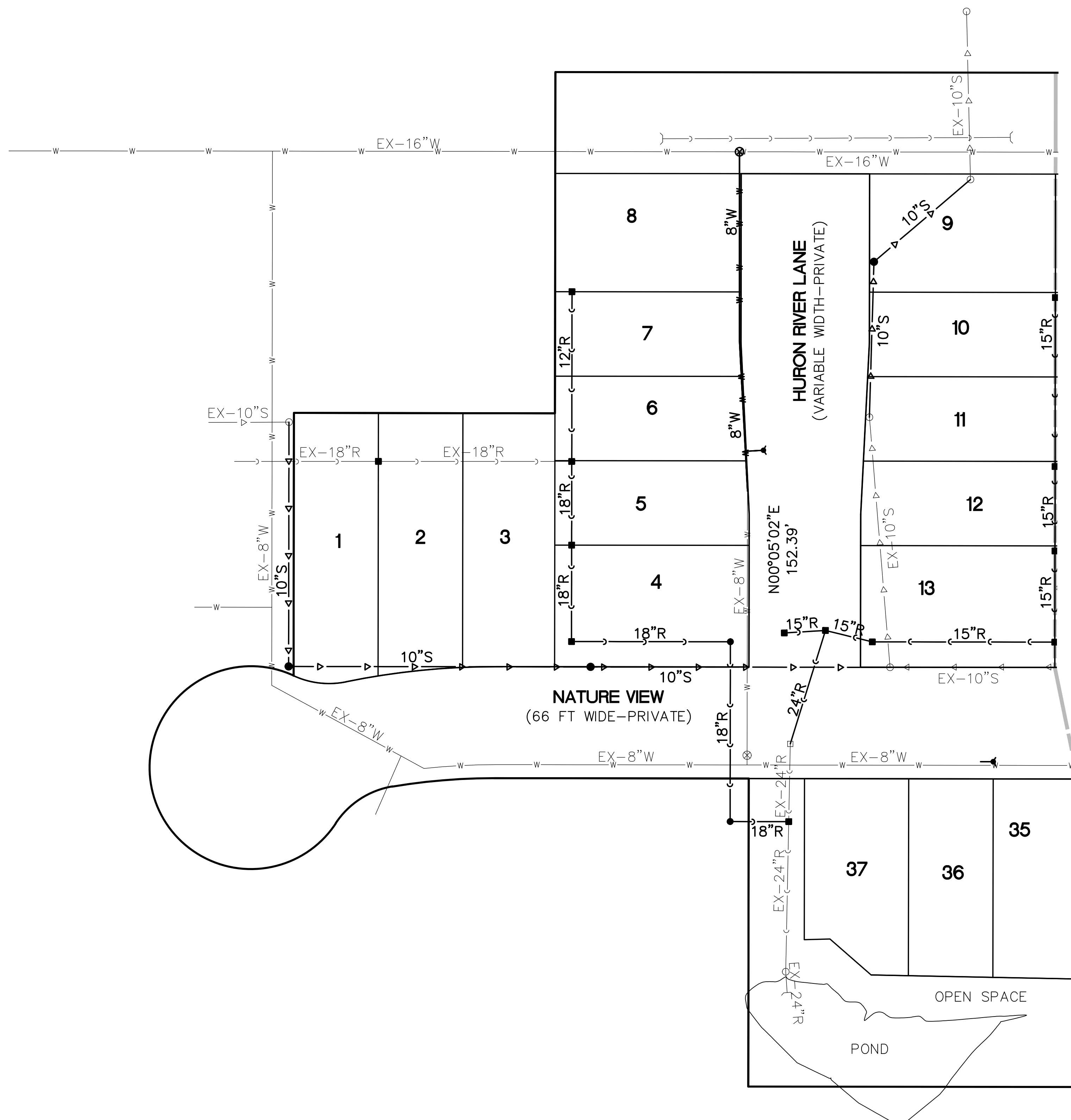
PROPOSED DATED - NOVEMBER 20, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

**EASEMENT PLAN UNITS 14-34
 SANITARY AND FRANCHISE
 MAJESTIC PONDS**

| REVISIONS | |
|-------------------|---------|
| DR. JMM | CH. LMC |
| P.M. L.DROUILLARD | |
| BOOK -- | |
| JOB 14000914 | |
| SHEET NO. | 10 |



KEY MAP
NO SCALE

| LEGEND | |
|--------|--------------------|
| | PR. STORM |
| | PR. SANITARY |
| | PR. WATERMAIN |
| | PR. MANHOLE |
| | PR. CATCH BASIN |
| | PR. HYDRANT |
| | PR. GATE VALVE |
| | EXIST. STORM SEWER |
| | EXIST. SANITARY |
| | EXIST. WATERMAIN |

NOTES:

1. ALL UTILITY IMPROVEMENTS TO SERVE UNITS 1 AND 2, AND DETENTION POND SHOWN MUST BE BUILT.
2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
3. THE UNITS ARE BUILDING SITES ONLY.
4. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY YPSILANTI TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS.
5. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY AT&T, WITH CABLEVISION AS DETERMINED BY COMCAST, WITH ELECTRIC BY DTE AND GAS BY MICHCON.
6. ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS AND ATWELL TOPOGRAPHIC SURVEY
7. ALL SANITARY LEADS ARE 6" DIAMETER.
8. ALL WATER LEADS ARE 1" DIAMETER.
9. ALL STORM LEADS ARE 4" IN DIAMETER.
10. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
11. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION ARE NOT SHOWN HEREIN.

PROPOSED DATED - NOVEMBER 20, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

UTILITY PLAN UNITS 1-13, 35-37
MAJESTIC PONDS



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Call before you dig.

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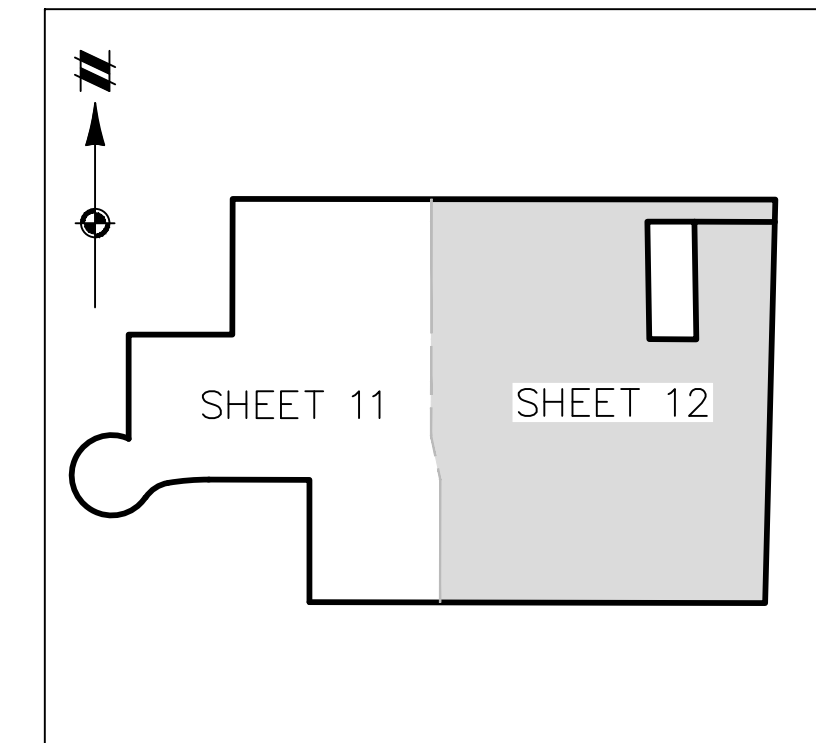
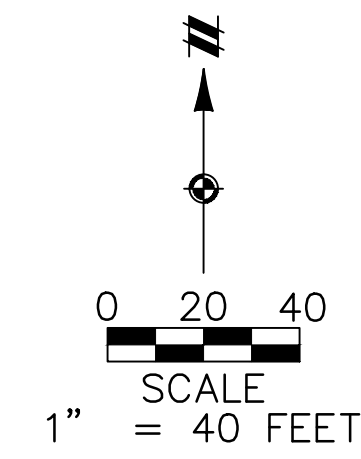
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| | |
|----------------|--------------------------------|
| SECTION 26 | SOUTH, RANGE 7 EAST |
| TOWN 3 | YPSILANTI TOWNSHIP |
| CLIENT | DIVERSE REAL ESTATE LLC |
| MAJESTIC PONDS | UTILITY PLAN UNITS 1-13, 35-37 |

| | |
|------------------------------|------------|
| DATE | 10/18/2018 |
| 11/20/18 REVISED MM EASEMENT | |
| REVISIONS | |

| | |
|-------------------|----------|
| DR. JMM | CH. LMC |
| P.M. L.DROUILLARD | |
| BOOK | -- |
| JOB | 14000914 |
| SHEET NO. | 11 |

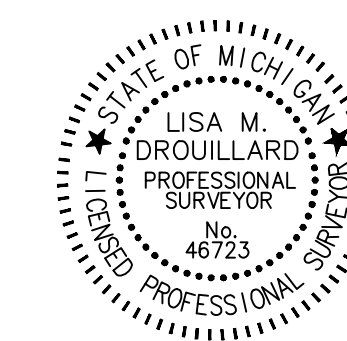


LEGEND

| | |
|--|--------------------|
| | PR. STORM |
| | PR. SANITARY |
| | PR. WATERMAIN |
| | PR. MANHOLE |
| | PR. CATCH BASIN |
| | PR. HYDRANT |
| | PR. GATE VALVE |
| | EXIST. STORM SEWER |
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PROPOSED DATED - NOVEMBER 20, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

**UTILITY PLAN UNITS 14-34
 MAJESTIC PONDS**

811
 Know what's below.
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 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

SECTION 26
 TOWN 3 SOUTH, RANGE 7 EAST
 YPSILANTI TOWNSHIP
 WASHTEENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC
 MAJESTIC PONDS
 UTILITY PLAN UNITS 14-34

DATE: 10/18/2018
 11/20/18 REVISED WM EASEMENT

REVISIONS

| | |
|-------------------|---------|
| DR. JMM | CH. LMC |
| P.M. L.DROUILLARD | |
| BOOK -- | |
| JOB 14000914 | |
| SHEET NO. 12 | |

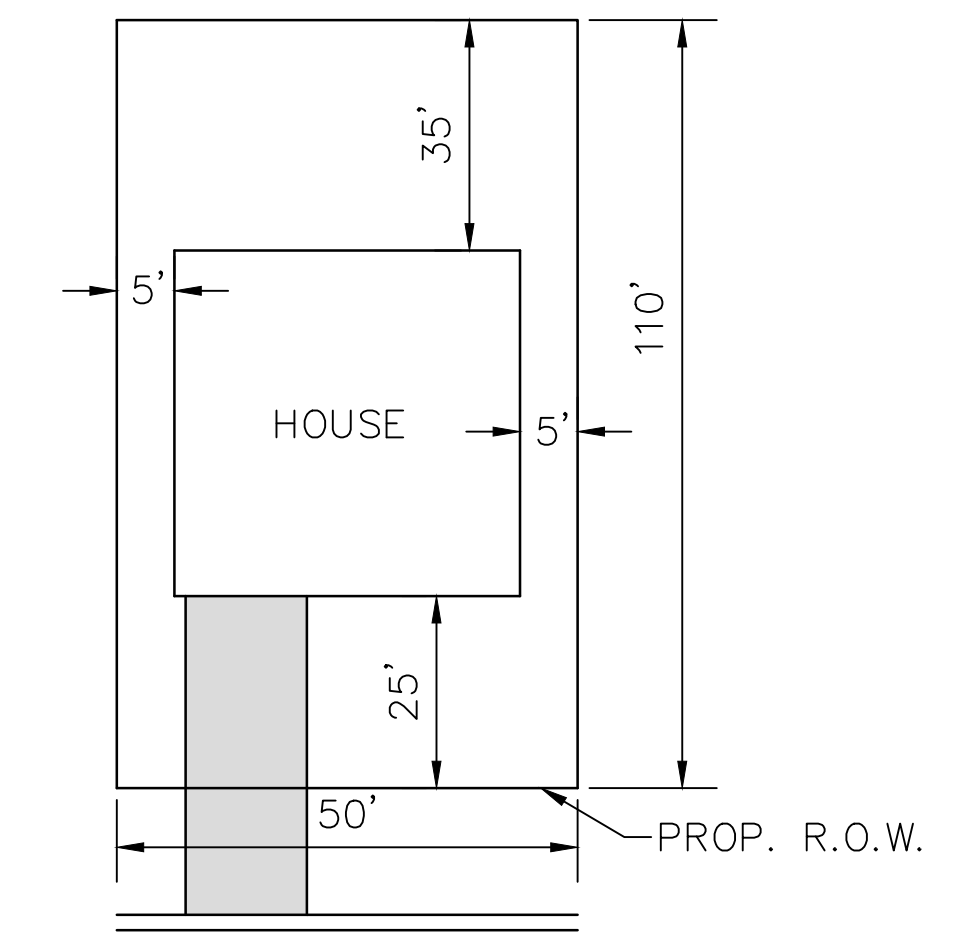
CAD FILE: 1400091403-11-UP.DWG

UNIT AREAS

| Parcel Table | |
|--------------|---------|
| Parcel # | Area |
| 1 | 7916.97 |
| 2 | 7625.84 |
| 3 | 8166.82 |
| 4 | 8279.18 |
| 5 | 5725.56 |
| 6 | 5610.80 |
| 7 | 5509.83 |
| 8 | 7700.37 |
| 9 | 7703.81 |
| 10 | 5509.85 |
| 11 | 5610.87 |
| 12 | 5725.61 |
| 13 | 8275.82 |
| 14 | 7916.00 |
| 15 | 5500.00 |
| 16 | 5500.00 |
| 17 | 5500.00 |
| 18 | 8690.03 |
| 19 | 8860.71 |
| 20 | 6444.82 |
| 21 | 7093.50 |
| 22 | 5996.43 |
| 23 | 9580.44 |
| 24 | 8043.04 |
| 25 | 8026.96 |
| 26 | 8938.07 |
| 27 | 5903.19 |
| 28 | 6365.80 |
| 29 | 8100.45 |
| 30 | 8627.35 |
| 31 | 8943.30 |
| 32 | 9093.89 |
| 33 | 9115.15 |
| 34 | 9115.18 |
| 35 | 5897.28 |
| 36 | 5851.73 |
| 37 | 6589.48 |

UNIT FG

| Finish Grade Table | |
|--------------------|--------|
| Parcel # | FG |
| 1 | 710.40 |
| 2 | 709.90 |
| 3 | 709.90 |
| 4 | 708.70 |
| 5 | 709.40 |
| 6 | 710.20 |
| 7 | 711.20 |
| 8 | 711.20 |
| 9 | -- |
| 10 | 710.60 |
| 11 | 710.20 |
| 12 | 709.40 |
| 13 | 708.60 |
| 14 | 708.80 |
| 15 | 709.30 |
| 16 | 710.00 |
| 17 | 710.00 |
| 18 | 710.00 |
| 19 | 710.10 |
| 20 | 710.10 |
| 21 | 709.80 |
| 22 | 709.40 |
| 23 | 709.10 |
| 24 | 708.70 |
| 25 | 708.50 |
| 26 | 709.00 |
| 27 | 708.10 |
| 28 | 708.80 |
| 29 | 709.50 |
| 30 | 709.40 |
| 31 | 709.70 |
| 32 | 709.70 |
| 33 | 709.20 |
| 34 | 709.30 |
| 35 | 709.30 |
| 36 | 709.30 |
| 37 | 709.00 |



TYPICAL 50' LOT DETAIL
NO SCALE

PROPOSED DATED – NOVEMBER 20, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

TABLES AND DETAILS
MAJESTIC PONDS

811
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| | | | |
|--|---------|----------------------------|------|
| SECTION 26 | TOWN 3 | SOUTH, RANGE 7 | EAST |
| CLIENT DIVERSE REAL ESTATE LLC | | YPSILANTI TOWNSHIP | |
| MAJESTIC PONDS | | WASHTENAW COUNTY, MICHIGAN | |
| TABLES AND DETAILS | | | |
| DATE 10/18/2018 | | | |
| 11/20/18 REVISED WM EASEMENT | | | |
| REVISIONS | | | |
| DR. JMM | CH. LMC | | |
| P.M. L.DROUILLARD | | | |
| BOOK -- | | | |
| JOB 14000914 | | | |
| SHEET NO. 13 | | | |

CAD FILE: 14000914C3-11-UP.DWG

Nature Series

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



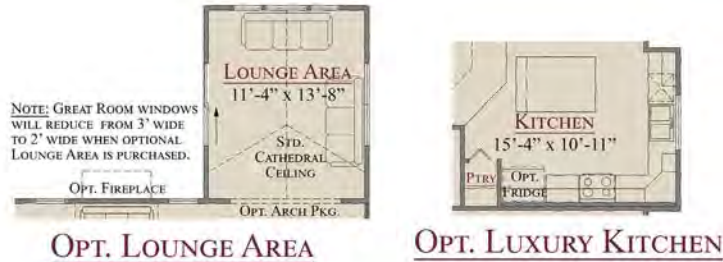
 **American Traditional**



 **American Classic**

THE FRANKLIN

1,376-1,658 Sq. Ft. | 3 Bedrooms | 2 Baths



This depiction represents an artist's conception of the elevation and floor plan and is not intended to be an exact representation or show specific detailing. Plans remain subject to change without notice. Drawings are not to scale. All measurements shown are approximate and not necessarily to scale. Location, size and construction of doors, windows, wall, fireplaces and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Some options and elevations shown may not be available in every neighborhood; see Sales Manager for details. Due to normal construction tolerances, the room sizes shown may vary slightly. The Builder may change home design, materials, features and methods of construction without prior notice. Model homes may contain some optional features not available through the Builder.

Legacy Series

THE TAMARACK AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

1,385 Sq. Ft. | 3 Bedrooms | 2 Baths



 Elevation I



 Elevation J



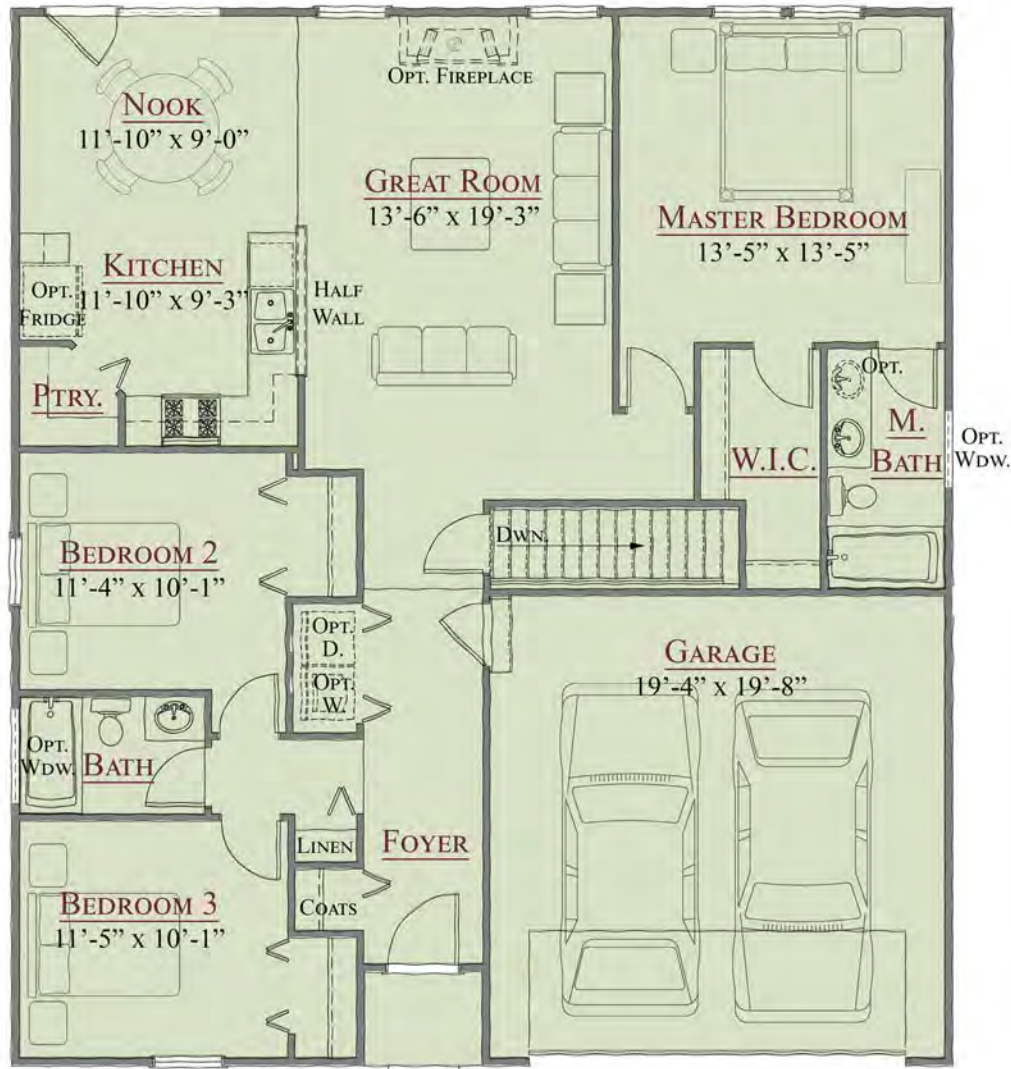
 Elevation F



 Elevation H

THE TAMARACK

1,385 Sq. Ft. | 3 Bedrooms | 2 Baths



FIRST FLOOR PLAN

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THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths




 **European Romantic**




 **Early American**




 **Craftsman**



 **American Traditional**

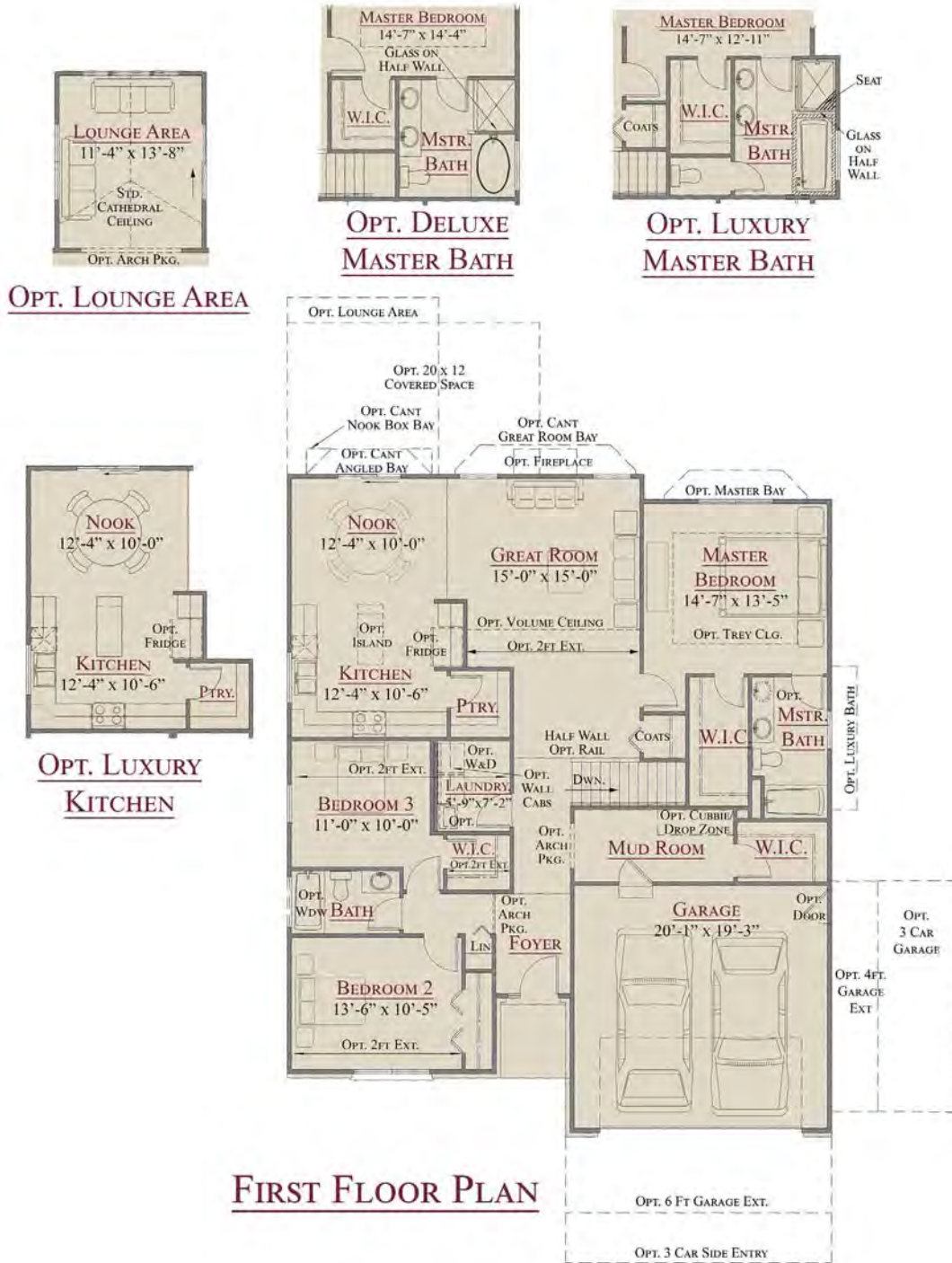


 **American Country**

THE BROOKE

1,687-2,055 Sq. Ft. | 3 Bedrooms | 2 Baths

Lombardo
H • O • M • E • S



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Legacy Series

THE MANISTIQUE AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

1,808-1,821 Sq. Ft. | 3 Bedrooms | 2.5 Baths



THE MANISTIQUE

1,808-1,821 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE HARVEST

1,926-2,264 Sq. Ft. | 3 Bedrooms | 2.5 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE HARVEST

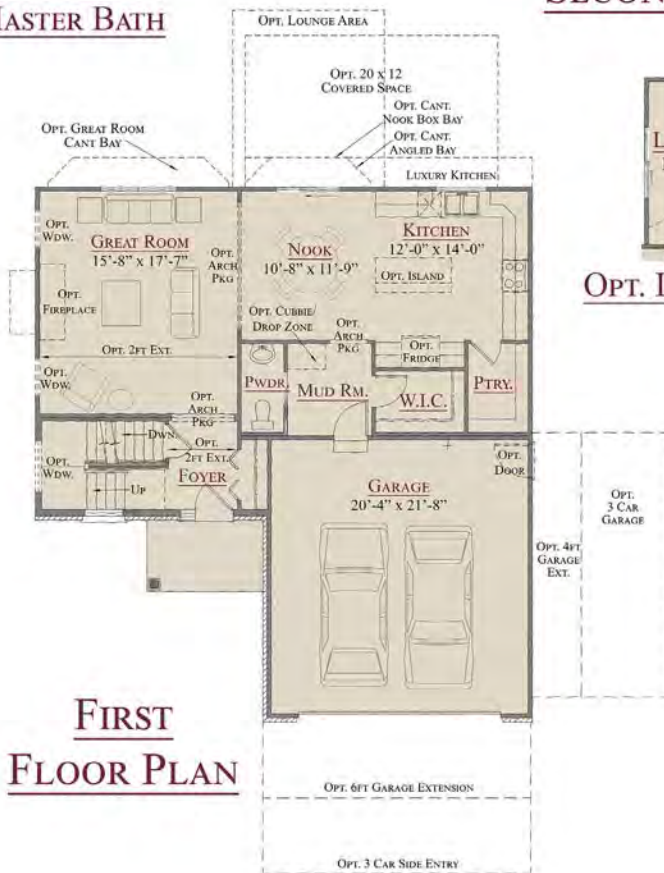
1,926-2,264 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN

OPT. LUXURY MASTER BATH

OPT. DELUXE MASTER BATH



FIRST FLOOR PLAN



OPT. LOUNGE AREA



OPT. LUXURY KITCHEN

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Nature Series

THE EDGEWATER

2,024-2,504 Sq. Ft. | 3-4 Bedrooms | 2.5 Baths

Lombardo
H • O • M • E • S



Craftsman



European Romantic



American Traditional



American Colonial

THE EDGEWATER

2,024-2,504 Sq. Ft. | 3-4 Bedrooms | 2.5 Baths



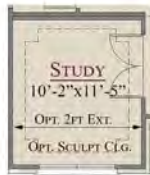
OPT. BEDROOM 4
I/O LOFT



OPT. LOUNGE AREA



OPT. LUXURY KITCHEN



OPT. STUDY
I/O FLEX ROOM



SECOND FLOOR PLAN



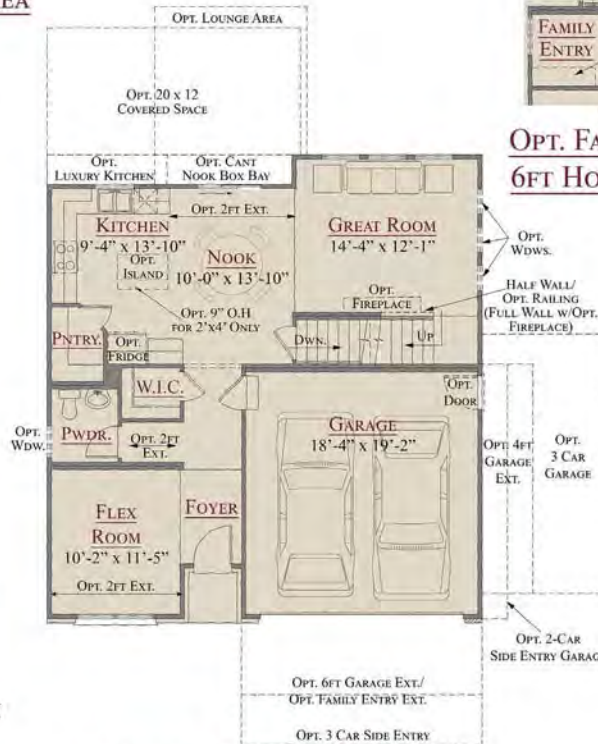
OPT. DELUXE MASTER BATH



OPT. LUXURY MASTER BATH



OPT. FAMILY ENTRY W/ 6FT HOUSE EXTENSION



FIRST FLOOR PLAN

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Legacy Series

THE LUDINGTON AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,052-2,065 Sq. Ft. | 3 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



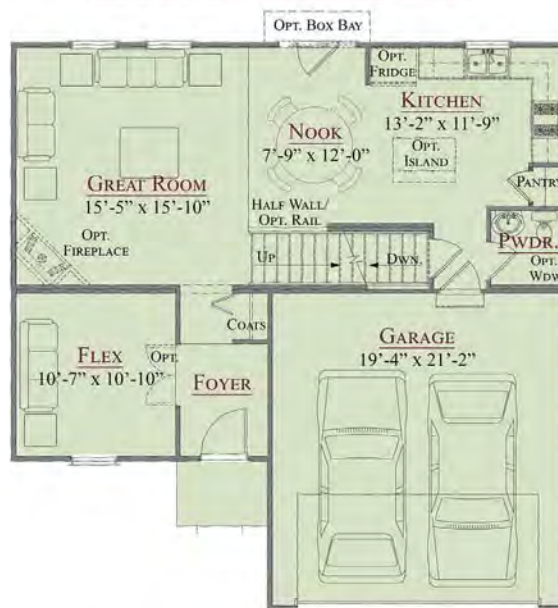
 Elevation H

THE LUDINGTON

2,052-2,065 Sq. Ft. | 3 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Legacy Series

THE CHARLEVOIX AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,161–2,174 Sq. Ft. | 3 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



 Elevation H



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Nature Series

THE LELAND

2,185-2,529 Sq. Ft. | 3-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE LELAND

2,185-2,529 Sq. Ft. | 3-5 Bedrooms | 2.5-3 Baths



**OPT. DELUXE
MASTER BATH**



**OPT. LUXURY
MASTER BATH**



**OPT. BEDROOM 4
I/O LOFT**



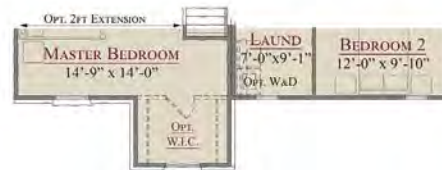
**OPT.
FULL BATH
I/O
POWDER ROOM**



OPT. LOUNGE AREA



SECOND FLOOR PLAN



**EUROPEAN ROMANTIC
PARTIAL 2ND FLOOR
(ADDS 54 S.F.)**



FIRST FLOOR PLAN



**OPT. LUXURY
KITCHEN**

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Legacy Series

THE PETOSKEY AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,320-2,333 Sq. Ft. | 4 Bedrooms | 2.5 Baths




 Elevation I



 Elevation J



 Elevation F



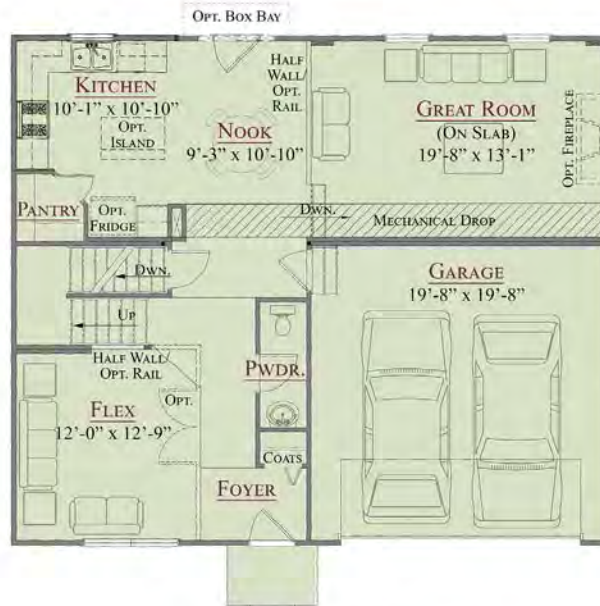
 Elevation H

THE PETOSKEY

2,320-2,333 Sq. Ft. | 4 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE ELWOOD

2,432-2,777 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE ELWOOD

2,432-2,777 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths



SECOND FLOOR PLAN

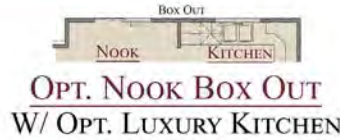


**OPT. DELUXE
MASTER BATH**

**OPT. LUXURY
MASTER BATH**



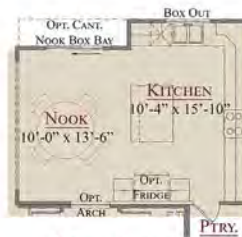
**EUROPEAN ROMANTIC
PARTIAL 2ND FLOOR
(ADDS 39 S.F.)**



**OPT. NOOK BOX OUT
W/ OPT. LUXURY KITCHEN**



FIRST FLOOR PLAN



**OPT. LUXURY
KITCHEN**



OPT. LOUNGE AREA



**OPT.
FULL BATH
I/L/O
POWDER ROOM**

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Legacy Series

THE TRAVERSE AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,592-2,605 Sq. Ft. | 4 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



 Elevation F



 Elevation H

THE TRAVERSE

2,592-2,605 Sq. Ft. | 4 Bedrooms | 2.5 Baths



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE BLACKSTONE

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE BLACKSTONE

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths



SECOND FLOOR PLAN

OPT. BEDROOM 5 I/L/O LOFT

OPT. DELUXE MASTER BATH

OPT. LUXURY MASTER BATH



OPT. FULL BATH I/L/O POWDER ROOM

OPT. NOOK BOX OUT W/ OPT. LUXURY KITCHEN



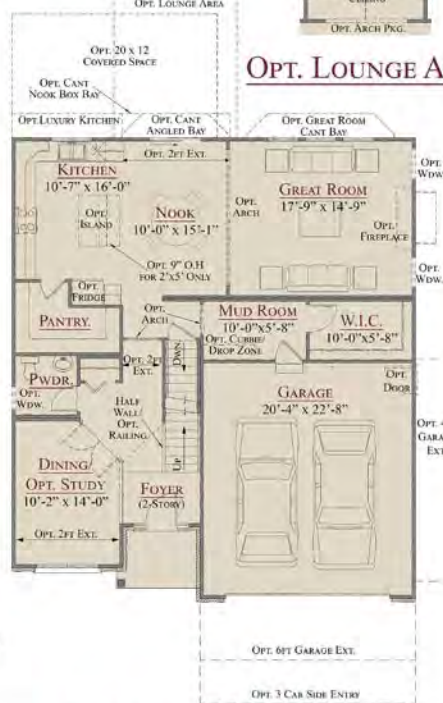
OPT. LOUNGE AREA



2ND W.I.C. W/ OPT. F.F. LAUNDRY



OPT. LUXURY KITCHEN



FIRST FLOOR PLAN



OPT. 1ST FLOOR LAUNDRY



OPT. STUDY I/L/O DINING RM



OPT. OPEN STAIR TO BSMT

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Nature Series

THE WINDSOR

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S




 **Craftsman**



 **European Romantic**



 **American Traditional**



 **American Colonial**

THE WINDSOR

2,708-3,121 Sq. Ft. | 4-6 Bedrooms | 2.5-3 Baths



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Nature Series

THE AUSTIN

2,708-3,121 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths

Lombardo
H • O • M • E • S



F



D



E



A



B



C

THE AUSTIN

2,708-3,121 Sq. Ft. | 4-5 Bedrooms | 2.5-3 Baths



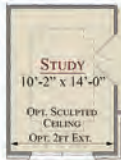
OPT. BEDROOM 5 I/L/O LOFT



OPT. LOUNGE AREA



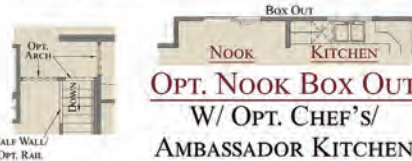
OPT. FULL BATH I/L/O POWDER ROOM



OPT. ENCLOSED STUDY w/ DOUBLE DOORS

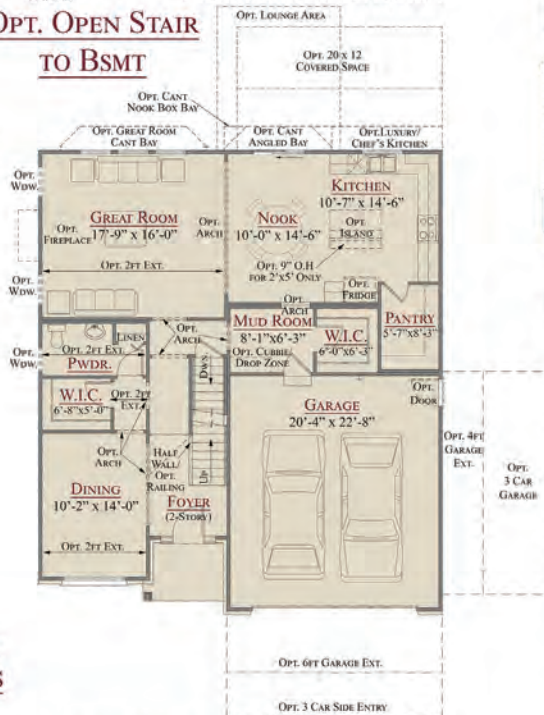


SECOND FLOOR PLAN



OPT. NOOK BOX OUT W/ OPT. CHEF'S/ AMBASSADOR KITCHEN

OPT. OPEN STAIR TO BSMT



FIRST FLOOR PLAN



OPT. DELUXE MASTER BATH



OPT. LUXURY MASTER BATH



OPT. EAT IN KITCHEN & NOOK



OPT. CHEF'S/ AMBASSADOR KITCHEN

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Legacy Series

THE MACKINAC AT FALKIRK & PEMBROOKE

Lombardo
H • O • M • E • S

2,760–2,773 Sq. Ft. | 4 Bedrooms | 2.5 Baths



 Elevation I



 Elevation J



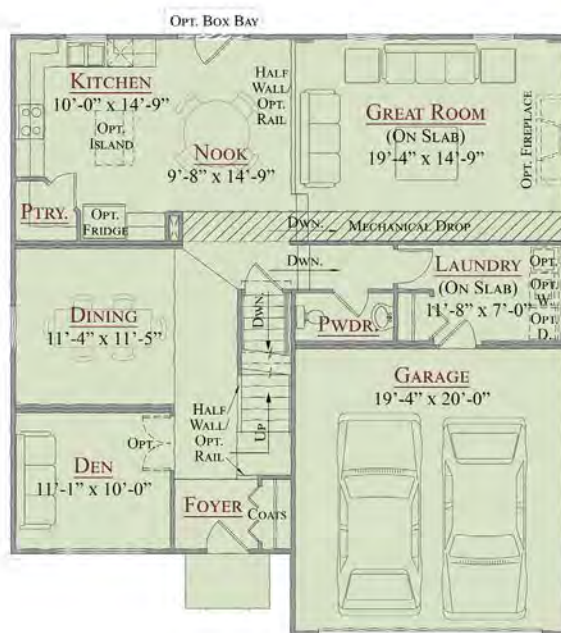
 Elevation F



 Elevation H



SECOND FLOOR PLAN



FIRST FLOOR PLAN

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Nature Series

THE FOREST

2,803-3,444 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths

Lombardo
H • O • M • E • S



Craftsman

**Front elevation changes with opt. 3-car side entry & opt. 6' ext.*



European Romantic



American Traditional



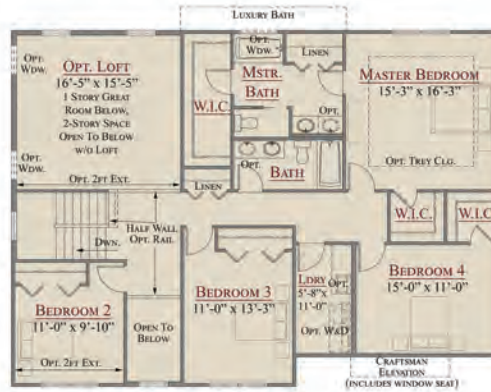
American Colonial

THE FOREST

2,803-3,444 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths



OPT. LOFT
I/L/O 2-STORY
GREAT ROOM



SECOND FLOOR PLAN



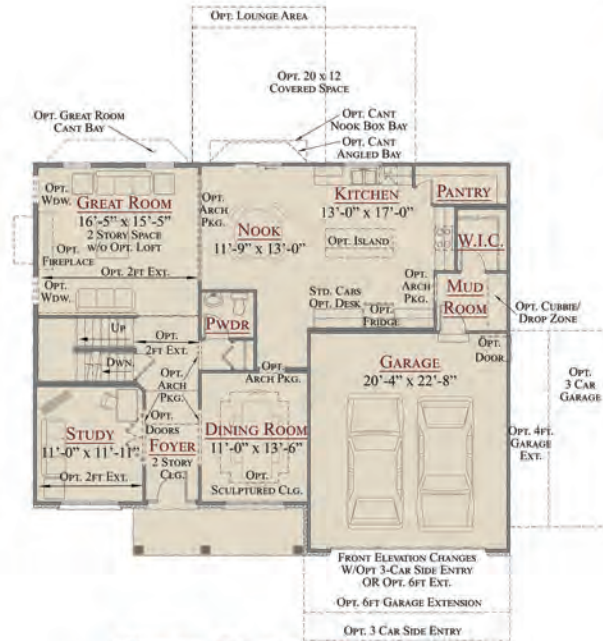
OPT. DELUXE
MSTR. BATHROOM



OPT. LUXURY
MSTR. BATHROOM



OPT. LOUNGE AREA



FIRST FLOOR PLAN



OPTIONAL OPEN
STAIRWAY
ELEVATION



OPT. FULL BATH
I/L/O
POWDER
ROOM




OPT. LUXURY
KITCHEN

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THE SUNSET

3,037-3,698 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths




 **European Romantic**




 **Craftsman**



 **Early American**



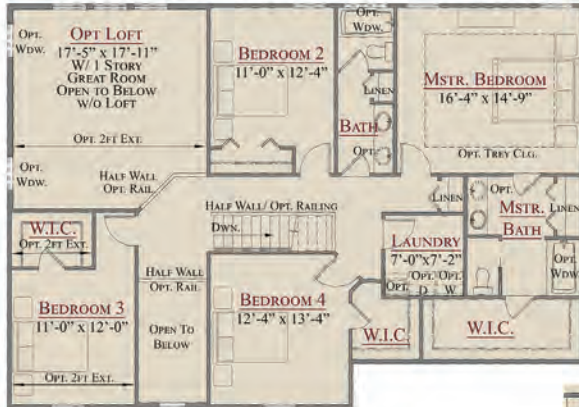
 **American Traditional**



 **American Country**

THE SUNSET

3,037-3,698 Sq. Ft. | 4-5 Bedrooms | 2.5-4 Baths



SECOND FLOOR PLAN



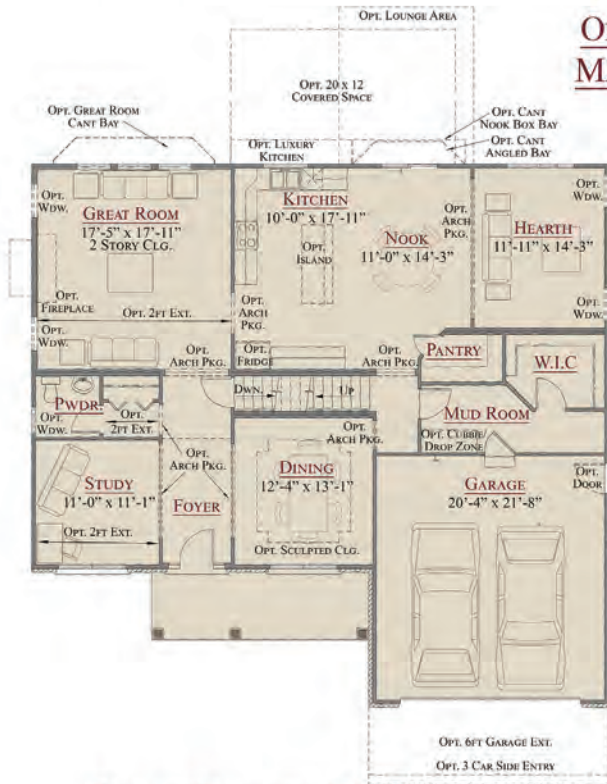
**OPT. LOFT
I/L/O 2-STORY
GREAT ROOM**



**OPT. DELUXE
MASTER BATH**



**OPT. LUXURY
MASTER BATH**



FIRST FLOOR PLAN



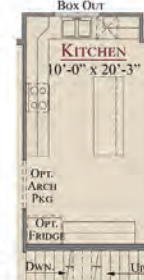
**OPT.
ENCLOSED STUDY
w/DOUBLE DOORS**



OPT. LOUNGE AREA



**OPT.
FULL BATH
I/L/O
POWDER ROOM**



**OPT. LUXURY
KITCHEN**

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PONDS MASTER ASSOCIATION DECLARATION

THIS PONDS MASTER ASSOCIATION DECLARATION (this "Declaration") is executed this _____ day of _____, 20____, by and between **S.E. MICHIGAN LAND HOLDING LLC**, a Michigan limited liability company ("SE"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, and **THE PONDS AT LAKEWOOD CONDOMINIUM ASSOCIATION**, a Michigan nonprofit corporation ("Ponds at Lakewood Association"), having an address of P.O. Box 100, Wyandotte, Michigan 48192.

RECITALS:

WHEREAS, SE is the fee simple owner of a parcel of real property situated in the Township of Ypsilanti, Washtenaw County, Michigan, being more particularly described in **Exhibit A** attached hereto, upon which a residential condominium project will be established named Majestic Ponds ("Majestic Ponds"), pursuant to a Master Deed thereof to be recorded;

WHEREAS, Majestic Ponds Condominium Association, a Michigan nonprofit corporation ("Majestic Ponds Association"), has been established to administer the common affairs of Owners of Units within Majestic Ponds;

WHEREAS, The Ponds at Lakewood Condominium ("Ponds at Lakewood"), Washtenaw County Condominium Subdivision Plan No. 494, has been established as a residential condominium project situated adjacent to Majestic Ponds in the Township of Ypsilanti, Washtenaw County, Michigan, pursuant to the Master Deed thereof recorded in Liber 4507, Page 663, Washtenaw County Records, as amended by First Amendment to Master Deed recorded in Liber 4550, Page 903, Washtenaw County Records, and as further amended by Second Amendment to Master Deed recorded in Liber 5114, Page 620, Washtenaw County Records (collectively, the "Ponds at Lakewood Master Deed");

WHEREAS, Ponds at Lakewood Association has been established to administer the common affairs of Owners of Units within Ponds at Lakewood;

WHEREAS, the Ponds at Lakewood Master Deed, among other things, established perpetual, reciprocal, non-exclusive easements for the use and benefit of Majestic Ponds and Ponds at Lakewood and the present and future Owners of the land and Units within such Projects to (i) utilize all entranceways, roads and pedestrian walkways now or hereafter located within Majestic Ponds and Ponds at Lakewood, (ii) utilize all of the open space areas now or hereafter

located within Majestic Ponds and Ponds at Lakewood and (iii) tie into the storm sewer lines and retention and/or detention basins now or hereafter located within Majestic Ponds and Ponds at Lakewood (the foregoing are collectively referred to herein and in the Ponds at Lakewood Master Deed as the "Shared Improvements"); and

WHEREAS, the parties have caused Articles of Incorporation to be filed, and the parties desire to execute and record this Declaration, for the purpose of establishing Ponds Master Association, a Michigan nonprofit corporation, to administer the maintenance, repair and replacement of the Shared Improvements as required by the Ponds at Lakewood Master Deed.

ARTICLE I DEFINITIONS

The following terms have the following respective meanings when used in this Declaration, and the singular shall include the plural and vice versa, unless the context requires otherwise:

(a) "Bylaws" means the corporate bylaws of the Master Association as a nonprofit corporation, a copy of which are attached hereto as **Exhibit B**.

(b) "Master Association" means Ponds Master Association, a Michigan nonprofit corporation, organized for a perpetual term under the laws of the State of Michigan and having such powers as are enumerated in this Declaration, as well as those set forth in its Articles of Incorporation and Bylaws.

(c) "Owner" means the record owner, whether one or more Persons, of the fee simple title to all or any portion of Majestic Ponds or Ponds at Lakewood (including owners of Units located within the Majestic Ponds or Ponds at Lakewood), or the land contract purchaser thereof, but excluding those having any interest merely as security for the performance of an obligation.

(d) "Paying Unit" means a Unit for which a certificate of occupancy or the equivalent thereof has been issued by the Township of Ypsilanti.

(e) "Person" shall mean an individual or any partnership, corporation, limited liability company, association or other entity.

(f) "Project" means, individually, Majestic Ponds or Ponds at Lakewood and "Projects" means, together, Majestic Ponds and Ponds at Lakewood.

(g) "Responsible Person" means the condominium association established to administer the common affairs of a Project, or if no such association exists with respect to a Project, the Owner or Owners of such Project. As of the date of this Declaration, Majestic Ponds Association is the Responsible Person for Majestic Ponds and Ponds at Lakewood Association is the Responsible Person for Ponds at Lakewood.

(h) "Shared Improvements" shall have the meaning set forth in the Recitals.

(i) "Transfer Date" means such date as shall be the earlier to occur of (i) the date when neither SE nor any affiliate thereof owns any portion of Majestic Ponds or Ponds at Lakewood, or (ii) such earlier date as may hereafter be designated in writing by SE.

(j) "Unit" means any condominium unit, as defined in Act 59 of the Public Acts of Michigan of 1978, as amended, located within Majestic Ponds or Ponds at Lakewood.

ARTICLE II MASTER ASSOCIATION

The Master Association has been organized as a nonprofit corporation for a perpetual term under the laws of the State of Michigan and shall have such powers as are enumerated in this Declaration, as well as those set forth in the Articles of Incorporation and Bylaws for the Master Association attached hereto as **Exhibit B**. Each Responsible Person shall be entitled to membership in the Master Association, as established in its Articles of Incorporation and Bylaws.

ARTICLE III MAINTENANCE, REPAIR AND REPLACEMENT

Section 1. Maintenance, Repair and Replacement. The Master Association shall be responsible for the maintenance, repair and replacement of the Shared Improvements.

Section 2. Easement for Master Association Maintenance, Repair and Replacement. SE and Ponds at Lakewood Association hereby grant to (a) the Master Association and its officers, directors, agents and designees, and (b) if the Master Association ceases to exist, to the Responsible Persons and their respective officers, directors, agents and designees, a permanent, non-exclusive easement over and across Majestic Ponds and Ponds at Lakewood to conduct any activities authorized or required by this Declaration.

Section 3. Insurance. The Master Association shall, to the extent appropriate in light of the nature of the Shared Improvements, carry insurance with scopes of coverage to be determined by the Master Association in its discretion. The Master Association shall be authorized to settle all matters regarding insurance maintained by the Master Association.

Section 4. Cessation of the Master Association's Existence. If the Master Association ceases to exist, the Responsible Persons shall thereafter be jointly and severally liable for the performance of all of the obligations of the Master Association under this Article III.

ARTICLE IV ASSESSMENTS

Section 1. Sharing of Costs. The costs incurred by the Master Association in connection with its maintenance, repair and replacement obligations in Article III above, or that are otherwise related to the Shared Improvements, including, but not limited to, premiums for liability insurance maintained by the Master Association, management fees and reserves as described in Section 2 below (collectively, the "Maintenance Costs"), shall be proportionately

shared by the Responsible Persons for the Projects. The proportionate share for Majestic Ponds shall be eighty percent (80%) and the proportionate share for Ponds at Lakewood shall be twenty percent (20%). Notwithstanding anything to the contrary contained herein, the cost of resurfacing or replacing the portion of the interior roadway which is located east of the entrance road shall be borne solely by the Owners of Units within Majestic Ponds.

Section 2. Assessments. The Board of Directors of the Master Association shall be responsible for establishing an annual budget for the Maintenance Costs which shall be used initially as the basis for the assessments imposed pursuant to this Section 2. An adequate reserve fund for repair and replacement in an amount not less than ten percent (10%) of the annual budget on a non-cumulative basis shall be included in the annual budget. Based on the annual budget adopted by the Board of Directors, the Master Association shall fix the annual assessment for each Responsible Person's proportionate share of the Maintenance Costs for a calendar year. The Master Association shall have the authority to, from time to time, increase the annual assessment and to levy such special assessment or assessments as it shall reasonably deem necessary to make up for each Responsible Person's proportionate share of any deficit arising or reasonably anticipated to arise from the Maintenance Costs incurred or to be incurred by the Master Association. Written notice of any annual assessment or special assessment shall be sent to each Responsible Person promptly after the adoption of such assessment by the Master Association. Annual assessments shall be due and payable by each Responsible Person in equal monthly installments on the first day of each month; provided, however, that the Master Association may elect, by written notice given to each Responsible Person, to require annual assessments to be paid on a less frequent, periodic basis. Special assessments shall be due and payable by each Responsible Person within twenty (20) days after written notice of such special assessment is given to the Responsible Person by the Master Association. Within one hundred twenty (120) days after the end of each calendar year, the Master Association shall furnish to each Responsible Person a statement of the Maintenance Costs actually incurred during the immediately preceding calendar year.

Section 3. Liability for Assessments. SE and its affiliates, as well as home builders who purchase Units within Majestic Ponds for the construction and sale of homes, shall not be required to pay assessments to the Master Association and the Units owned by such parties shall not be subject to any lien to secure the payment of such assessments. Only the Responsible Persons and the Owners of Paying Units in the Projects shall be required to pay assessments to the Master Association and be subject to the lien to secure the payment of such assessments. However, SE or any successor-in-title to Majestic Ponds, as well as any home builders who purchase Units within Majestic Ponds for the construction and sale of homes, shall be responsible for their proportionate share of the portion of any third-party Maintenance Costs allocated to Majestic Ponds (excluding reserves for replacements established by the Master Association), based on the number of Units within Majestic Ponds owned by SE or any successor-in-title to Majestic Ponds, or any home builders who purchase Units within Majestic Ponds for the construction and sale of homes.

Section 4. Effect of Nonpayment of Assessments. Any assessment not paid in full by a Responsible Person within twenty (20) days following its due date shall thereafter bear interest at the lesser of seven percent (7%) per annum or the highest rate permitted by applicable law. The Master Association may bring an action against the Responsible Person to recover any

unpaid sums. The expenses incurred in collecting any such delinquent sums, including interest, costs and reasonable attorneys' fees, shall be chargeable to the delinquent Responsible Person. The sums due and payable by the delinquent Responsible Person shall be a lien upon the Project of such Responsible Person. Any such lien shall be a continuing lien and shall not be affected by a sale or transfer of any portion of the Project of such Responsible Person. The Master Association shall have the right to foreclose any such lien in the same manner as a mortgage lien may be foreclosed under Michigan law. The foregoing remedies shall not be exclusive and shall be in addition to all remedies at law or in equity which might otherwise be available to the Master Association. No Responsible Person may waive or otherwise escape liability for the assessments provided for herein by non-use of the Shared Improvements.

Section 5. Cessation of the Master Association's Existence. If the Master Association ceases to exist, the Responsible Persons shall be jointly and severally liable for the performance of the Master Association's obligations under this Article IV and shall jointly hold the rights and authority of the Master Association under this Article IV; provided, however, that if the Responsible Person for a Project incurs any Maintenance Costs (an "Incurring Responsible Person"), the Responsible Person for the other Project shall pay to the Incurring Responsible Person its respective proportionate share of such Maintenance Costs, and the Incurring Responsible Person shall have the same rights and remedies of the Master Association under this Article IV with respect to the delinquent payment by a Responsible Person of its proportionate share of such Maintenance Costs.

ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. SE, the Master Association, each Responsible Person and each Owner of a Paying Unit shall each have the right to enforce, by any proceeding at law or in equity, all of the covenants and conditions now or hereafter imposed by the provisions of this Declaration. Failure of any of the aforementioned parties to enforce any covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Amendment. This Declaration may be amended at any time by a recorded instrument signed by each Responsible Person (after each such Responsible Person shall have obtained the affirmative votes of the Owners of not less than two-thirds (2/3rds) of the Paying Units in the Project of such Responsible Person); provided, however, that any such amendment occurring prior to the Transfer Date shall require the written consent of SE.

Section 3. No Rights to Public. Nothing contained in this Declaration shall be deemed to be a gift or a dedication of any property to the general public or for any public use or purpose whatsoever.

Section 4. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision, or condition to persons or circumstances, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 5. Binding. Any portion of the Projects conveyed or sold shall remain subject to and bound by all of the terms and provisions of this Declaration.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, SE and Ponds at Lakewood Association have caused this Declaration to be executed the day and year first above written.

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: 7/8/2023
Acting in Macomb County, Michigan

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**THE PONDS AT LAKEWOOD
CONDOMINIUM ASSOCIATION**, a Michigan
nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of The Ponds at Lakewood Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.

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

PREPARED BY, AND WHEN RECORDED, RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Ponds Master Association Declaration]

Exhibit A

Legal Description

Real property situated in the Township of Ypsilanti, Washtenaw County, Michigan, described as follows:

DESCRIPTION OF A 11.27 ACRE PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 302.02 FEET ALONG THE NORTH LINE OF SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE CONTINUING S89°55'00"E 808.07 FEET ALONG SAID NORTH LINE AND SAID CENTERLINE; THENCE S01°27'01"W 600.47 FEET; THENCE N89°55'00"W 678.75 FEET; THENCE N00°05'02"E 182.31 FEET; THENCE N89°54'58"W 150.67 FEET; THENCE 60.52 FEET ALONG THE ARC OF A 367.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S85°16'14"W 60.45 FEET; THENCE 41.16 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, WITH A CHORD BEARING S56°57'42"W 40.01 FEET; THENCE 273.82 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, WITH A CHORD BEARING N15°52'57"W 90.92 FEET; THENCE N00°05'02"E 155.52 FEET; THENCE S89°54'58"E 154.43 FEET; THENCE N00°05'02"E 202.00 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, T3S, R7E, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S89°55'00"E 1110.09 FEET ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF TEXTILE ROAD (VARIABLE WIDTH); THENCE S01°27'01"W 33.01 FEET; THENCE N89°55'00"W 120.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID TEXTILE ROAD FOR A PLACE OF BEGINNING. THENCE S00°55'59"E 175.00 FEET; THENCE N89°55'00"W 70.00 FEET; THENCE N00°55'59"W 175.00 FEET; THENCE S89°55'00"E 70.00 FEET ALONG THE SAID SOUTH LINE OF TEXTILE ROAD TO THE PLACE OF BEGINNING.

Exhibit B

Bylaws of Ponds Master Association

ARTICLE I ASSOCIATION OF OWNERS

The name of the corporation is Ponds Master Association, referred to herein as the "Master Association". The Master Association, organized under the applicable laws of the State of Michigan, is responsible for the maintenance, repair and replacement of the Shared Improvements in accordance with the recorded Declaration to which these Bylaws are attached.

ARTICLE II VOTING

Section 1. Membership. Each Responsible Person shall be entitled to membership in the Master Association.

Section 2. Designation of Voting Representative. Each Responsible Person shall file a written notice with the Master Association designating the individual representative (the "Voting Representative") who shall vote at meetings of the Master Association and receive all notices and other communications from the Master Association on behalf of such Responsible Person. Such notice shall state the name and address of the Voting Representative and shall identify the Project or Projects of the Responsible Person. Such notice shall be signed and dated by the Responsible Person. The Voting Representative designated may be changed by the Responsible Person at any time by filing a new notice in the manner herein provided.

Section 3. Voting. The votes of each Member of the Master Association may be cast by the Voting Representative for such Member. Each Member shall be entitled to one (1) vote for each Paying Unit then located within the Project for which such Member is a Responsible Person.

Section 4. Quorum. The presence in person or by proxy of a majority of the Members shall constitute a quorum for holding a meeting of the Members of the Master Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person by a Voting Representative or by a writing duly signed by any Voting Representative not present at a given meeting in person or by proxy. Proxies and written votes must be filed with the Secretary of the Master Association at or before the appointed time of each meeting of the Members of the Master Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority shall consist of more than fifty percent (50%) of the votes of those then entitled to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Members of the Master Association.

ARTICLE III MEETINGS

Section 1. Place of Meeting. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors. Meetings of the Master Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Declaration or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of Members of the Master Association may be convened by the Members and may be called no later than one hundred twenty (120) days after the Transfer Date. SE may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Member.

Section 3. Annual Meetings. Annual meetings of Members of the Master Association shall be held each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article IV of these Bylaws. The Members may also transact at annual meetings such other business of the Master Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by the holders of at least one-third (1/3) of the votes of those then entitled to vote presented to the Secretary of the Master Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Master Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Responsible Person of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the Voting Representative of each Member at the address shown in the notice required to be filed with the Master Association by Article II, Section 2 of these Bylaws shall be deemed notice served. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Master Association shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of officers); (g) appointment of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of Members shall be chaired by the most senior officer of the Master Association present at such meeting. For purposes of this Section 7, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the Members (except for the appointment or removal of Directors) may be taken without a meeting by written ballot of the Members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of Members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the Member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members. Directors shall serve without compensation.

Section 2. Appointment of Directors.

(a) First Board of Directors. The Responsible Person for Ponds at Lakewood shall have the right to appoint one (1) member of the Board of Directors and SE shall have the right to appoint two (2) members of the Board of Directors until the Transfer Date. The first Board of Directors shall manage the affairs of the Master Association until the First Annual Meeting. The appointment of Directors at and after the First Annual Meeting shall be as provided in subsection (b) below.

(b) Appointment of Directors At and After the First Annual Meeting. At the First Annual Meeting and at each annual meeting thereafter, the Responsible Person for Ponds at Lakewood shall continue to have the right to appoint one (1) member of the Board of Directors and the Responsible Person for Majestic Ponds shall have the right to appoint two (2) members of the Board of Directors; provided, however, in the event a third party property manager is employed by the Master Association, the Responsible Person for Majestic Ponds shall appoint one (1) member and a representative of the property management company shall serve as the third member for purposes of casting the deciding vote in the event of a deadlock, excluding matters involving the engagement or termination of such property management company. Directors appointed at the First Annual Meeting and at each annual meeting thereafter shall hold office until their successors have been appointed at the next annual meeting and hold their first meeting.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Master Association and may do all acts and things as are not prohibited by these Bylaws, the Declaration, the Articles of Incorporation or required thereby to be exercised and done by the Members.

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

- (a) To administer and carry out the purposes of the Master Association;
- (b) To levy and collect assessments against and from the Members of the Master Association and to use the proceeds thereof for the purposes of the Master Association;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To contract for and employ persons, firms or corporations to assist in the operation, management, maintenance, repair and replacement of the Shared Improvements; and
- (e) To enforce the provisions of these Bylaws, the Declaration and of the Articles of Incorporation and such rules and regulations of the Master Association as may hereinafter be adopted.

Section 5. Management Agent. The Board of Directors may employ for the Master Association a professional management agent (which may include SE or any person or entity related thereto) at reasonable compensation established by the Board of Directors to perform

such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board of Directors may delegate to such management agent any other duties or powers which are not by law or by the Declaration, the Articles of Incorporation or these Bylaws required to be performed by or have the approval of the Board of Directors or the Members of the Master Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the First Annual Meeting caused by any reason other than the removal of a Director pursuant to Section 7 below shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed shall be a Director until a successor is appointed at the next annual meeting of the Master Association.

Section 7. Removal. Any party entitled to appoint a Director pursuant to Section 2 above may remove and replace any or all of the Directors appointed by such party at any time or from time to time in its sole discretion.

Section 8. First Meeting. The first meeting of a newly appointed Board of Directors shall be held within ten (10) days of appointment at such place as shall be fixed by the Directors at the meeting at which such Directors were appointed, and no notice shall be necessary to the newly appointed Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board of Directors shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Adjournment. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting,

any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Master Association or any successors thereto appointed before the Transfer Date shall be binding upon the Master Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors.

Section 14. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Master Association handling or responsible for Association funds shall furnish adequate fidelity bonds.

ARTICLE V OFFICERS

Section 1. Officers. The principal officers of the Master Association shall be a President, who shall be a Member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one (1) person.

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors 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.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Master 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.

(d) Treasurer. The Treasurer shall have responsibility for the Master Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Master Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to

the credit of the Master Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. Election. The officers of the Master Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal. Upon affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE VI SEAL

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

ARTICLE VII FINANCES

Section 1. Fiscal Year. The fiscal year of the Master Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 2. Bank. Funds of the Master Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or

investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Master Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where a Director or officer is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Master Association in such amounts as it shall deem appropriate.

ARTICLE IX COMPLIANCE

These Bylaws are intended to comply with the requirements of Act No. 162 of the Public Acts of 1982, as amended, and with the duly recorded Declaration. In case any of these Bylaws conflict with the provisions of the statute or with the provisions of the Declaration, the provisions of the statute or Declaration, whichever is applicable shall be controlling.

ARTICLE X DEFINITIONS

All terms used and not otherwise defined herein shall have the same meaning as set forth in the Declaration to which these Bylaws are attached as an exhibit.

ARTICLE XI SEVERABILITY

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

ARTICLE XII AMENDMENTS

These Bylaws may be amended only by the affirmative vote of a majority of the Members; provided, however, that any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received
NOV 15 2018

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

NOV 19 2018

ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

| | | |
|---|----------|----------|
| Name | | |
| Brandon J. Muller | | |
| Address | | |
| c/o Clark Hill PLC, 151 S. Old Woodward Avenue, Suite 200 | | |
| City | State | Zip Code |
| Birmingham | Michigan | 48009 |

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

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ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: MAJESTIC PONDS CONDOMINIUM ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Majestic Ponds, a condominium project located or to be located in the Township of Ypsilanti, Washtenaw County, Michigan (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

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ARTICLE II - PURPOSES (Continued)

- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III - BASIS OF ORGANIZATION AND ASSETS

The corporation is organized upon a non-stock, membership basis.

The description and value of the corporation's real property and personal property assets are:

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

The corporation is to be financed under the following general plan: Assessment of members.

ARTICLE IV - ADDRESS AND RESIDENT AGENT

- 1. The name of the resident agent at the registered office is: Christine Metiva
- 2. The address of its registered office in Michigan is: 39525 Thirteen Mile Road, Suite 250, Novi, MI 48377
- 3. The mailing address of the registered office in Michigan if different than above: _____

ARTICLE V - INCORPORATOR

The name and address of the incorporator is as follows: Diverse Real Estate LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

ARTICLE VI - EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VII - MEMBERSHIP AND VOTING

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

- (a) Each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership.

ARTICLE VII - MEMBERSHIP AND VOTING (Continued)

- (b) Membership in the corporation shall be established by acquisition of fee simple title or equitable title to a Unit in the Condominium and the furnishing of evidence of same satisfactory to the corporation (except that S.E. Michigan Land Holding LLC shall become a member immediately upon establishment of the Condominium by reason of its ownership of all of the land upon which the Condominium is situated at the time of establishment of the Condominium), the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE VIII - LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

No volunteer director and/or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for any action taken or any failure to take any action as a director or volunteer officer, except liability for any of the following: (i) the amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (ii) intentional infliction of harm on the corporation, its shareholders, or members; (iii) a violation of Section 551 of the Act; (iv) an intentional criminal act; or (v) a liability imposed under Section 497(a) of the Act. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation of personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article VIII shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE IX - ASSUMPTION OF LIABILITY OF VOLUNTEERS

The corporation hereby assumes liability for all acts or omissions of all volunteer directors, volunteer officers, or other volunteers, if all of the following are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Act of 1956, being Section 500.3135 of the Michigan Compiled Laws.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS

The requirements of this Article shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Corporation or collect delinquent assessments. The requirements of this Article will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil actions the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the corporation's commencement of any civil action other than action to enforce by Bylaws of the corporation or to collect delinquent assessments:

- (a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS (Continued)

- (b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:
- (1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:
 - (A) it is in the best interests of the corporation to file a lawsuit;
 - (B) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
 - (C) litigation is the only prudent, feasible and reasonable alternative; and
 - (D) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.
 - (2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:
 - (A) the number of years the litigation attorney has practiced law; and
 - (B) the experience of the attorney in representing condominium and homeowners associations.
 - (3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
 - (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
 - (5) The litigation attorney's proposed written fee agreement.
 - (6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article.
- (c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the Independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.
- (d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

- (e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.
- (f) All legal fees incurred in pursuit of any civil action that is subject of this Article shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.
- (g) During the course of any civil action authorized by the members pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:
- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
 - (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
 - (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
 - (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
 - (5) Whether the originally estimated total cost of the civil action remains accurate.
- (h) The Board shall meet monthly during the course of any civil action to discuss and review:
- (1) the status of the litigation;
 - (2) the status of settlement efforts, if any; and
 - (3) the attorney's written report.
- (i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.
- (j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article ("litigation expenses") shall be fully disclosed to the members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE XI - AMENDMENTS

These Articles of Incorporation may only be amended by the affirmative vote of not less than two-thirds (2/3's) in value of the votes of all members of the corporation.

Signed this 5TH day of NOVEMBER, 20 18.

INCORPORATOR:

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: 
Anthony F. Lombardo, its Authorized Agent

[Signature page to Articles of Incorporation of Majestic Ponds Condominium Association]



LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Receipt

Receipt No: 1869654

Received: 12/7/2018 3:17:31 PM

Cashier: GillespieB3

Documents Submitted

| ID Number | Entity Name | Item | Document Fee (Acct. Code) | Total |
|-----------|--------------------------|---------------------------|------------------------------|---------|
| | PONDS MASTER ASSOCIATION | ARTICLES OF INCORPORATION | \$ 20.00 (1) | \$20.00 |

Total Amount Due: 20.00

Amount Paid : 20.00

Balance : 0.00

Thank you for your order. The items you requested will be returned by your selected method of delivery. You may verify certificates returned by email through Certificate Verification Search at www.michigan.gov/corpverifycertificate.

If you have any questions about your request, contact our office: phone: 517-241-6470

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Notice: The amount above stated has been received on your account, subject to audit. If found to be incorrect, proper adjustment must be made.

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**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

| | |
|---------------|--|
| Date Received | |
| | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. |

| | | |
|---|----------|----------|
| Name | | |
| Brandon J. Muller | | |
| Address | | |
| c/o Clark Hill PLC, 151 S. Old Woodward Avenue, Suite 200 | | |
| City | State | Zip Code |
| Birmingham | Michigan | 48009 |

EFFECTIVE DATE:

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

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

| | |
|---------------------------------------|--------------------------|
| The name of the corporation is: _____ | PONDS MASTER ASSOCIATION |
|---------------------------------------|--------------------------|

ARTICLE II

| |
|--|
| The purpose or purposes for which the corporation is organized are: |
| <p>(a) To maintain, repair and replace certain entranceways, roads, pedestrian walkways, open space areas, storm sewer lines and retention and/or detention basins (collectively, "Shared Improvements") now or hereafter located within Majestic Ponds and The Ponds at Lakewood Condominium, each a residential condominium project in the Township of Ypsilanti, Washtenaw County, Michigan, and to exercise such other rights and fulfill such other obligations as are enumerated in that certain Ponds Master Association Declaration to be recorded in the Washtenaw County Register of Deeds and to encumber Majestic Ponds and The Ponds at Lakewood Condominium (such document, as may hereafter be amended from time to time, is hereinafter called the "Declaration");</p> <p>(b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;</p> <p>(c) To carry insurance and to collect and allocate the proceeds thereof;</p> <p>(d) To contract for and employ persons, firms or corporations to assist in the operation, management, maintenance, repair and replacement of the Shared Improvements; and</p> <p>(f) To enforce the provisions of these Articles, the Declaration and the Bylaws of the corporation and such rules and regulations of the corporation as may hereafter be adopted.</p> |

ARTICLE III - BASIS OF ORGANIZATION AND ASSETS

The corporation is organized upon a non-stock, membership basis.

The description and value of the corporation's real property and personal property assets are:

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

The corporation is to be financed under the following general plan: Assessment of members.

ARTICLE IV - ADDRESS AND RESIDENT AGENT

1. The name of the resident agent at the registered office is: Christine Metiva
2. The address of its registered office in Michigan is: 39525 Thirteen Mile Road, Suite 250, Novi, MI 48377
3. The mailing address of the registered office in Michigan if different than above: _____

ARTICLE V - INCORPORATOR

The name and address of the incorporator is as follows: Diverse Real Estate LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

ARTICLE VI - EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VII - MEMBERSHIP AND VOTING

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

- (a) Each Responsible Person of a Project shall be a member of the corporation. For purposes of these Articles: (1) "Responsible Person" means the condominium association created to administer the common affairs of a Project (each, an "Association"), or if no such Association exists with respect to a Parcel, the owner or owners of such Project; and (2) "Project" means Majestic Ponds or The Ponds at Lakewood Condominium.
- (b) Each Association shall become a member upon the later to occur of recordation of the Declaration or creation of such Association. In the event that no Association has been created with respect to a Project at the time of an owner's acquisition of fee simple title to all or any portion of such Project, such owner shall be a member in the corporation upon the furnishing of evidence of such acquisition satisfactory to the corporation, and the membership held by any prior owner shall thereupon be terminated. An owner's membership shall continue until such time that an Association is created to administer the common affairs of such owner's Project.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except in connection with an assignment, pledge, encumbrance or transfer of such member's fee simple ownership interest in an entire Project (provided no Association has been created to administer the common affairs of such Project).
- (d) Voting by members shall be in accordance with the provisions of Article II of the Bylaws.

ARTICLE VIII - LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

No volunteer director and/or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of the director's or officer's fiduciary duty, provided that the foregoing shall not eliminate the liability of a director or an officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; (v) an act or omission occurring before the effective date of the provision granting limited liability; or (vi) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation of personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article VIII shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE IX - ASSUMPTION OF LIABILITY OF VOLUNTEERS

The corporation hereby assumes liability for all acts or omissions of all volunteer directors, volunteer officers, or other volunteers, if all of the following are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Act of 1956, being Section 500.3135 of the Michigan Compiled Laws.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS

The requirements of this Article will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil actions the corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the corporation or to collect delinquent assessments:

- (a) The corporation's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.
- (b) Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:
 - (1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:
 - (A) it is in the best interests of the corporation to file a lawsuit;
 - (B) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
 - (C) litigation is the only prudent, feasible and reasonable alternative; and
 - (D) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

ARTICLE X - JUDICIAL ACTIONS AND CLAIMS (Continued)

- (2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information: (A) the number of years the litigation attorney has practiced law; and (B) the experience of the attorney in representing condominium and homeowners associations.
 - (3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
 - (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
 - (5) The litigation attorney's proposed written fee agreement.
 - (6) The amount to be specially assessed against each member of the corporation to fund the estimated cost of the civil action both in total and on a monthly basis, as required by subparagraph (f) of this Article.
- (c) If the lawsuit relates to the condition of any of the Shared Improvements, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Shared Improvements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the Independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Shared Improvements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the Shared Improvements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.
- (d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.
- (e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Declaration or the Bylaws of the corporation or to collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.
- (f) All legal fees incurred in pursuit of any civil action that is subject of this Article shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their proportionate shares as Responsible Persons, as set forth in Article IV, Section 1 of the Declaration, and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

- (g) During the course of any civil action authorized by the members pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:
- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
 - (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
 - (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
 - (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
 - (5) Whether the originally estimated total cost of the civil action remains accurate.
- (h) The Board shall meet monthly during the course of any civil action to discuss and review:
- (1) the status of the litigation;
 - (2) the status of settlement efforts, if any; and
 - (3) the attorney's written report.
- (i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.
- (j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article ("litigation expenses") shall be fully disclosed to the members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

ARTICLE XI - AMENDMENTS

These Articles of Incorporation may only be amended by the affirmative vote of not less than two-thirds (2/3rds) in value of the votes of all members of the corporation.

Signed this 5TH day of DECEMBER, 2018.

INCORPORATOR:

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By:  _____
Anthony F. Lombardo, its Authorized Agent

[Signature page to Articles of Incorporation of Ponds Master Association]

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve the Second Amendment to Master Deed and associated exhibits of the Village at Majestic Lakes Condominium phase of the Majestic Lakes Planned Development.**
Copy: McLain & Winters, Township Attorneys
Date: May 1, 2019

On November 21, 2017 the Board of Trustees approved the Majestic Lakes Planned Development Stage II Final Site Plan and the Development Agreement with Lombardo Homes for the Village at Majestic Lakes Condominium phase of the project. On December 18, 2017 the Master Deed & Bylaws were recorded with the Washtenaw County Register of Deeds. Concurrently, a pre-construction meeting was held with the township engineer and site construction began.

The original Master Deed for the Condominium (enclosed for reference) consisted of thirty-four (34) residential units comprising the western portion of the approved site plan commonly known as the Village of Majestic Lakes I. On February 27, 2018 the First Amendment to Master Deed (enclosed for reference) was recorded to revise identification of certain drainage easements depicted on the site plan to satisfy the Washtenaw County Water Resource Commissioner's office.

Now Lombardo Homes has submitted the enclosed Second Amendment to Master Deed which expands the project land area to include the eastern portion of the approved site plan and to create the remaining 47 new residential units. This brings the total number of units to 81 which will complete the project as approved.

Township Attorney Doug Winters and I have reviewed the Second Amendment and associated exhibits and the documents are in proper form for consideration. The elevations for this phase of the development were previously approved by the Board of Trustees.

I respectfully request approval of the Second Amendment to Master Deed and associated exhibits of the Village at Majestic Lakes Condominium phase of the Majestic Lakes Planned Development. Upon approval, Lombardo Homes will be responsible to record the document and provide certified copies to the Township for its records.

**SECOND AMENDMENT TO MASTER DEED OF
THE VILLAGE AT MAJESTIC LAKES**

THE VILLAGE AT MAJESTIC LAKES CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation, established to administer the common affairs of The Village at Majestic Lakes, a residential condominium project located in the Township of Ypsilanti, Washtenaw County, Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded on December 18, 2017, in Liber 5237, Pages 388 through 464, both inclusive, Washtenaw County Records, as amended by First Amendment to Master Deed recorded on February 27, 2018, in Liber 5245, Pages 888 through 891, both inclusive, Washtenaw County Records (the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 663, with the consent of (a) at least two-thirds of all Co-owners entitled to vote as of December 20, 2018, (b) S.E. Michigan Land Holding LLC, a Michigan limited liability company, being the owner of the land described in Paragraph 1 below, and (c) Diverse Real Estate LLC, being the Developer of the Condominium Project, hereby amends the Master Deed pursuant to Article VIII thereof for the purpose of expanding the Condominium Project by the addition of land described in Paragraph 1 below and creating 47 new Units within such added land, being Units 35 through 81, both inclusive. Upon the recording of this Second Amendment to Master Deed (this "Second Amendment") in the office of the Washtenaw County Register of Deeds, the Master Deed (including the Condominium Subdivision Plan attached thereto as Exhibit B) will be amended as follows:

1. The following land shall be added to the Condominium Project by this Second Amendment:

DESCRIPTION OF A 17.74 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET FOR A PLACE OF BEGINNING; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4

LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S51°58'13"W 165.36 FEET; THENCE N41°40'00"W 207.85 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 17.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

2. Notwithstanding the expansion of the Condominium Project by adding 47 Units as described above, the Percentages of Value assigned to the Units shall be equal and the Percentages of Value for all Units is 100%.

3. Amended and/or supplemental Sheets 1 through 6A, both inclusive, of Replat No. 1 of the Condominium Subdivision Plan of The Village at Majestic Lakes, as attached hereto, shall replace and supersede Sheets 1 through 6, both inclusive, of the Condominium Subdivision Plan of The Village at Majestic Lakes as previously recorded and Sheets 1 through 6, both inclusive, of the Condominium Subdivision Plan of The Village at Majestic Lakes as previously recorded shall be of no further force or effect.

4. The last sentence of Article IX, Section (b) of the Master Deed is hereby amended and restated in its entirety to read as follows:

"The maximum number of Units in the Condominium, as established by the recording of this Master Deed, may not exceed eighty-one (81) Units."

5. In all other respects, other than as hereinabove indicated, the Master Deed of The Village at Majestic Lakes, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this _____ day of _____, 20____.

**THE VILLAGE AT MAJESTIC LAKES
CONDOMINIUM ASSOCIATION**, a Michigan
nonprofit corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of The Village at Majestic Lakes Condominium Association, a Michigan nonprofit corporation, on behalf of the corporation.

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

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Second Amendment to Master Deed of The Village at Majestic Lakes]

CONSENT

The undersigned, being the owner of the land added to the Condominium Project pursuant to this Second Amendment, hereby (a) consents to the submission of such land to the Condominium Project, (b) subjects its interest in the land to the Master Deed and all of the terms and conditions of the Master Deed and (c) consents to the recordation of this Second Amendment in the office of the Washtenaw County Register of Deeds.

S.E. MICHIGAN LAND HOLDING LLC, a Michigan limited liability company

By: _____
Anthony F. Lombardo, its Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Anthony F. Lombardo, the Manager of S.E. Michigan Land Holding LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: 7/8/2023
Acting in Macomb County, Michigan

CONSENT

The undersigned, being the Developer of the Condominium Project to which land has been added pursuant to this Second Amendment, hereby consents to the recordation of this Second Amendment in the office of the Washtenaw County Register of Deeds.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: _____
Anthony F. Lombardo, its Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Anthony F. Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: 7/8/2023
Acting in Macomb County, Michigan

REPLAT NO. 1
 WASHTENAW COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 663
 EXHIBIT 'B' TO THE 2ND AMENDMENT TO THE
 MASTER DEED OF

THE VILLAGE AT MAJESTIC LAKES

A SITE CONDOMINIUM IN
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

DEVELOPER

DIVERSE REAL ESTATE LLC
 13001 23 MILE ROAD, SUITE 200
 SHELBY TOWNSHIP, MI 48315

ENGINEER AND SURVEYOR

ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 PHONE (248) 447-2000
 FAX (248) 447-2001

NOTE
 THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

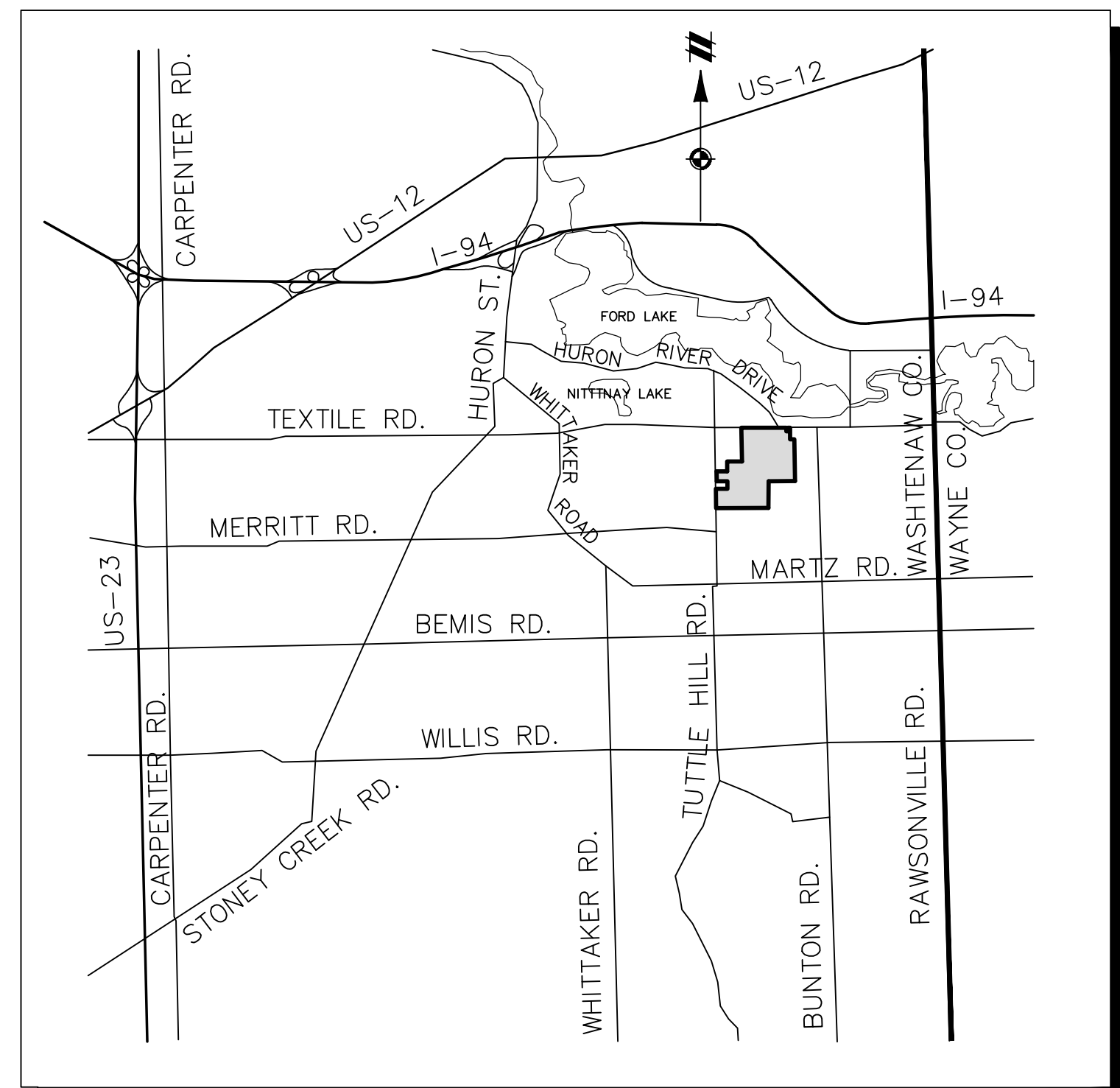
LEGAL DESCRIPTION - THE VILLAGE AT MAJESTIC LAKES

DESCRIPTION OF A 29.40 ACRE PARCEL OF LAND LOCATED IN SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 300.77 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S63°28'07"W 290.65 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 29.40 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

LAND ADDED IN THIS REPLAT
 DESCRIPTION OF A 17.74 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH); THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 3.57 FEET FOR A PLACE OF BEGINNING; THENCE N31°54'36"E 441.75 FEET; THENCE N89°51'07"E 1218.93 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 26 TO THE CENTER POST OF SAID SECTION 26; THENCE S00°34'23"W 1109.87 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 26 (AS MONUMENTED); THENCE N15°51'33"W 45.04 FEET; THENCE N21°59'29"W 75.40 FEET; THENCE N29°40'14"W 75.40 FEET; THENCE N39°14'51"W 112.56 FEET; THENCE N54°05'18"W 66.65 FEET; N58°04'44"W 1018.01 FEET; THENCE 18.64 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S34°37'54"W 18.63 FEET; THENCE S31°55'16"W 111.39 FEET; THENCE S33°20'13"W 66.02 FEET; THENCE 167.10 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S51°58'13"W 165.36 FEET; THENCE N41°40'00"W 207.85 FEET TO THE PLACE OF BEGINNING; BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 17.74 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.



VICINITY MAP
 NOT TO SCALE

SHEET INDEX

| SHEET NO. | DESCRIPTION |
|-----------|-----------------------------------|
| * 1 | TITLE AND DESCRIPTIONS |
| * 2 | SURVEY COMPOSITE PLAN |
| * 3 | SURVEY PLAN UNITS 1-34 |
| * 3A | SURVEY PLAN UNITS 35-81 |
| * 4 | SITE PLAN UNITS 1-34 |
| * 4A | SITE PLAN UNITS 35-81 |
| * 5 | EASEMENT PLAN UNITS 1-34 |
| * 5A | EASEMENT PLAN UNITS 35-81 |
| * 5B | EASEMENT PLAN LINE & CURVE TABLES |
| * 6 | UTILITY PLAN UNITS 1-34 & TABLES |
| * 6A | UTILITY PLAN UNITS 35-81 |

NOTE: THE ASTERISKS (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076

TITLE AND DESCRIPTIONS THE VILLAGE AT MAJESTIC LAKES

811
 Know what's below.
 Call before you dig.
 THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL
 866.850.4200 www.atwell-group.com
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

| | | | |
|----------------------------|---------|-----------------|------|
| SECTION 26 | TOWN 03 | SOUTH, RANGE 07 | EAST |
| YPSILANTI TOWNSHIP | | | |
| WASHTENAW COUNTY, MICHIGAN | | | |

DIVERSE REAL ESTATE LLC
 THE VILLAGE AT MAJESTIC LAKES
 TITLE AND DESCRIPTIONS

CLIENT: DIVERSE REAL ESTATE LLC
 PROJECT: THE VILLAGE AT MAJESTIC LAKES
 DATE: 7/15/2017

| | |
|------------|----------------|
| 9/08/2017 | REV PER CLIENT |
| 7/09/2016 | REV PER CLIENT |
| 11/19/2018 | REPLAT NO.1 |
| | REPLAT NO.1 |

REVISIONS

| | |
|-------------------|----------|
| DR. JMM | CH. LMD |
| P.M. L.DROUILLARD | |
| BOOK | -- |
| JOB | 14000914 |
| SHEET NO. | 1 |

CAD FILE: 14000914-CB-01.DWG

811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

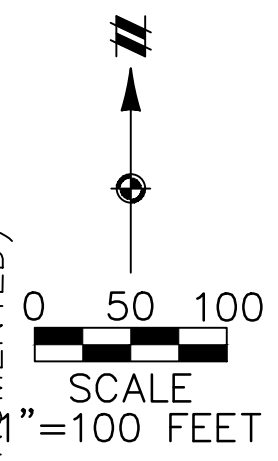
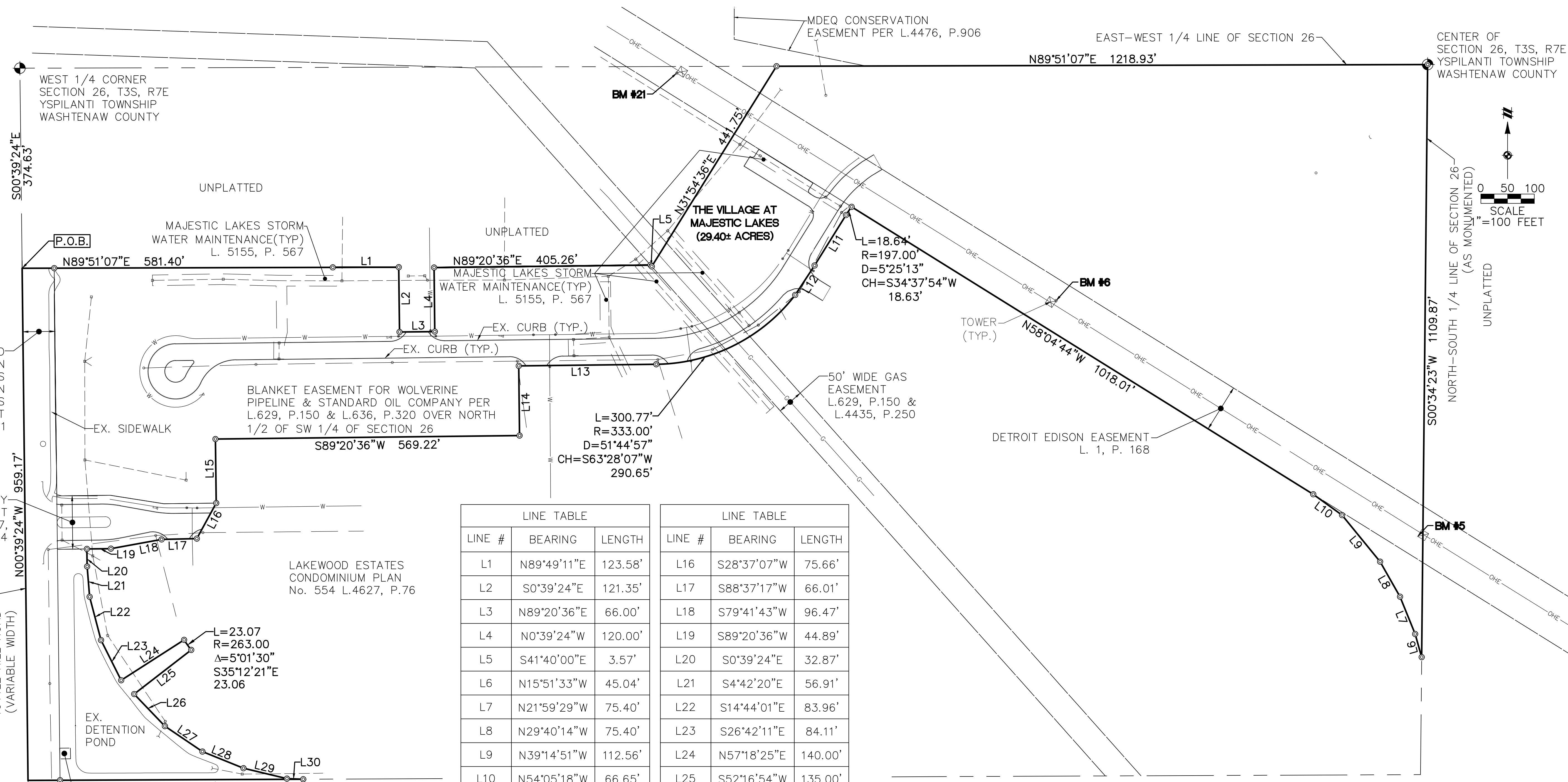
DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES
SURVEY COMPOSITE PLAN

DATE 7/15/2017

| | |
|------------|----------------|
| 9/08/2017 | REV PER CLIENT |
| 7/09/2016 | REV PER CLIENT |
| 11/19/2015 | AMPLITUDE NO.1 |
| | REPLAT NO.1 |

REVISIONS

| | | | |
|-----------|--------------|-----|-----|
| DR. | JMM | CH. | LMD |
| P.M. | L.DROUILLARD | | |
| BOOK | | | |
| JOB | 14000914 | | |
| SHEET NO. | 2 | | |



| LINE TABLE | | | LINE TABLE | | |
|------------|--------------|---------|------------|--------------|---------|
| LINE # | BEARING | LENGTH | LINE # | BEARING | LENGTH |
| L1 | N89°49'11\"E | 123.58' | L16 | S28°37'07\"W | 75.66' |
| L2 | S0°39'24\"E | 121.35' | L17 | S88°37'17\"W | 66.01' |
| L3 | N89°20'36\"E | 66.00' | L18 | S79°41'43\"W | 96.47' |
| L4 | N0°39'24\"W | 120.00' | L19 | S89°20'36\"W | 44.89' |
| L5 | S41°40'00\"E | 3.57' | L20 | S0°39'24\"E | 32.87' |
| L6 | N15°51'33\"W | 45.04' | L21 | S4°42'20\"E | 56.91' |
| L7 | N21°59'29\"W | 75.40' | L22 | S14°44'01\"E | 83.96' |
| L8 | N29°40'14\"W | 75.40' | L23 | S26°42'11\"E | 84.11' |
| L9 | N39°14'51\"W | 112.56' | L24 | N57°18'25\"E | 140.00' |
| L10 | N54°05'18\"W | 66.65' | L25 | S52°16'54\"W | 135.00' |
| L11 | S31°55'16\"W | 111.39' | L26 | S43°42'30\"E | 83.07' |
| L12 | S33°20'13\"W | 66.02' | L27 | S55°50'11\"E | 84.96' |
| L13 | S89°20'36\"W | 257.52' | L28 | S67°55'55\"E | 82.91' |
| L14 | S0°39'24\"E | 130.55' | L29 | S76°29'12\"E | 83.64' |
| L15 | S0°39'24\"E | 120.00' | L30 | S88°01'35\"E | 30.64' |

LEGEND

- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER.
CONCRETE MONUMENT
- ⊕ SECTION CORNER
- P.O.B. PLACE OF BEGINNING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORD
- EX. STORM
- EX. SANITARY
- EX. WATER MAIN
- EX. OVERHEAD LINES
- EX. GAS
- EX. CATCH BASIN/ MANHOLE
-) EX. END SECTION
- EX. HYDRANT
- ⊙ EX. VALVE

NOTES:

1. BEARINGS ARE BASED ON LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, WASHTENAW COUNTY RECORDS

2. THIS SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA, PER FEMA FIRM MAP PANEL No. 26161C0430E, EFFECTIVE DATE APRIL 3, 2012.

SURVEYOR'S CERTIFICATE:

I, LISA M. DROUILLARD, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 663, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.



DATE _____

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000
PROPOSED DATE - 11/16/2018

SURVEY COMPOSITE PLAN

THE VILLAGE AT MAJESTIC LAKES

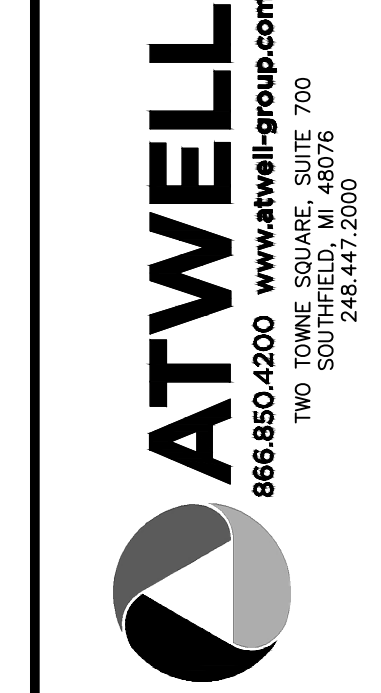


Know what's below. Call before you dig.

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SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
TOWNSHIP YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES
SURVEY PLAN UNITS 1-34

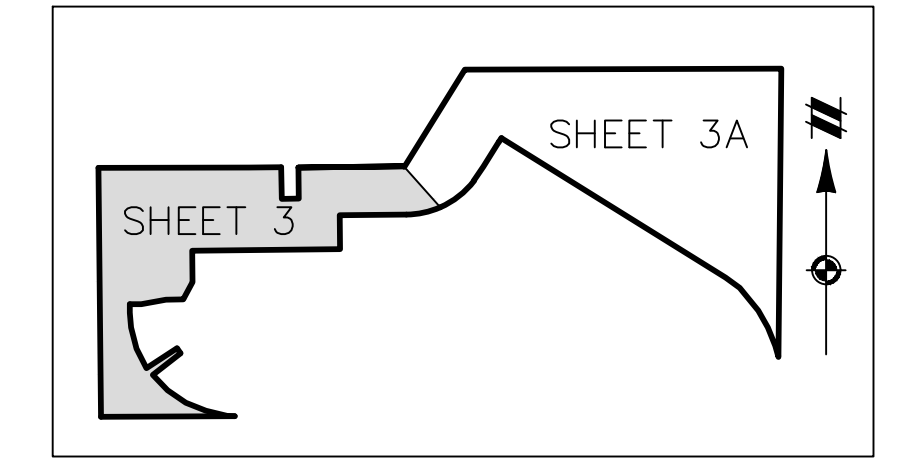
DATE 7/15/2017

9/08/2017 REV PER CLIENT
2/09/2016 REV PER CLIENT
11/19/2016 APPROVAL NO.1
REPLAT NO.1

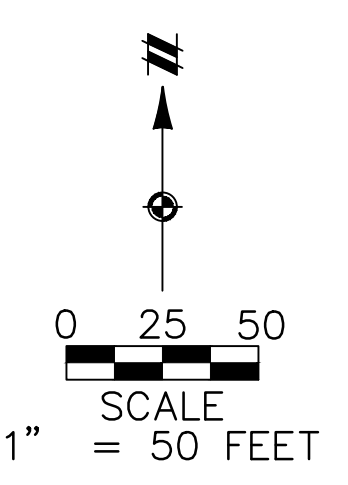
Table with 2 columns: REVISIONS, and empty rows for recording changes.

DR. JMM | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 3

CAD FILE: 14000914-C3-C3-SUB.DWG



KEY MAP NO SCALE



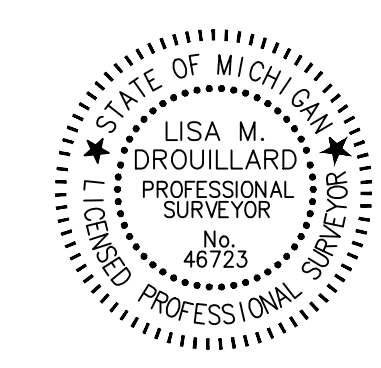
LEGEND
⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER
CONCRETE MONUMENT
• SET 1/2" x 18" IRON ROD
③ CURVE NUMBER
27 UNIT NUMBER
R.O.W. RIGHT-OF-WAY

CURVE TABLE

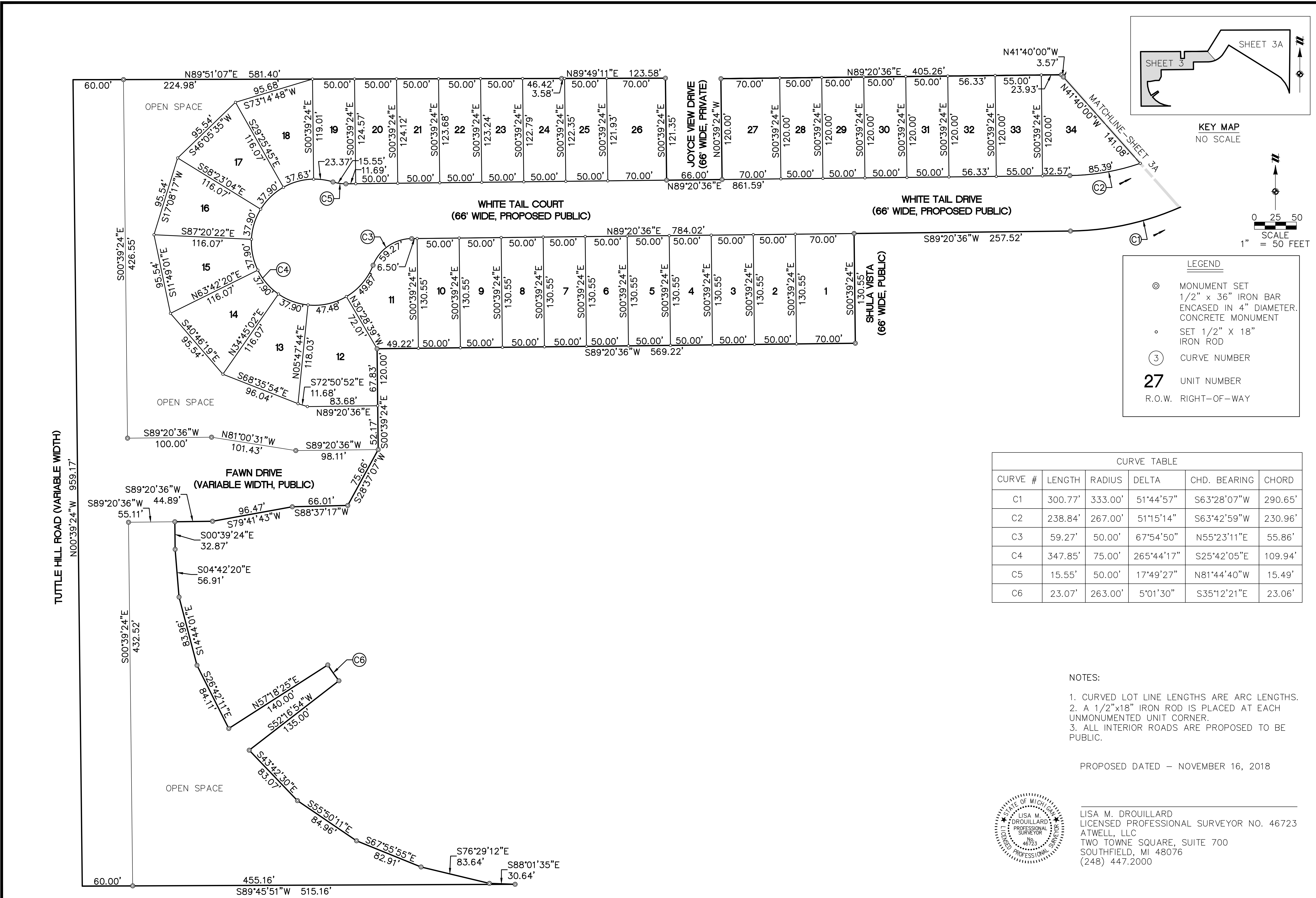
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
|---------|---------|---------|------------|--------------|---------|
| C1 | 300.77' | 333.00' | 51°44'57" | S63°28'07"W | 290.65' |
| C2 | 238.84' | 267.00' | 51°15'14" | S63°42'59"W | 230.96' |
| C3 | 59.27' | 50.00' | 67°54'50" | N55°23'11"E | 55.86' |
| C4 | 347.85' | 75.00' | 265°44'17" | S25°42'05"E | 109.94' |
| C5 | 15.55' | 50.00' | 17°49'27" | N81°44'40"W | 15.49' |
| C6 | 23.07' | 263.00' | 5°01'30" | S35°12'21"E | 23.06' |

- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 2. A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
 3. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



SURVEY PLAN UNITS 1-34

THE VILLAGE AT MAJESTIC LAKES



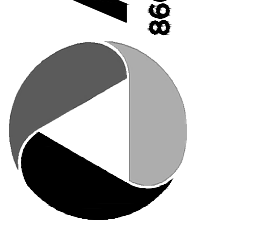
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SOUTHFIELD, MI 4807E
248.447.2000



SECTION 26

| | |
|----------|----------------------------|
| TOWN | 03 |
| RANGE | 07 |
| EAST | EAST |
| TOWNSHIP | YPSILANTI TOWNSHIP |
| COUNTY | WASHTENAW COUNTY, MICHIGAN |

| | |
|---------|-------------------------------|
| CLIENT | DIVERSE REAL ESTATE LLC |
| PROJECT | THE VILLAGE AT MAJESTIC LAKES |
| UNIT | SURVEY PLAN UNITS 35-81 |

DATE 7/15/2017

| | | | |
|------|------------|-----|----------------|
| REV. | DATE | BY | REASON |
| 1 | 9/08/2017 | JMM | REV PER CLIENT |
| 2 | 7/09/2016 | JMM | REV PER CLIENT |
| 3 | 11/16/2016 | JMM | AMPLIMENT NO.1 |
| 4 | 11/16/2016 | JMM | REPLAT NO.1 |

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
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DR. JMM CH. LMD

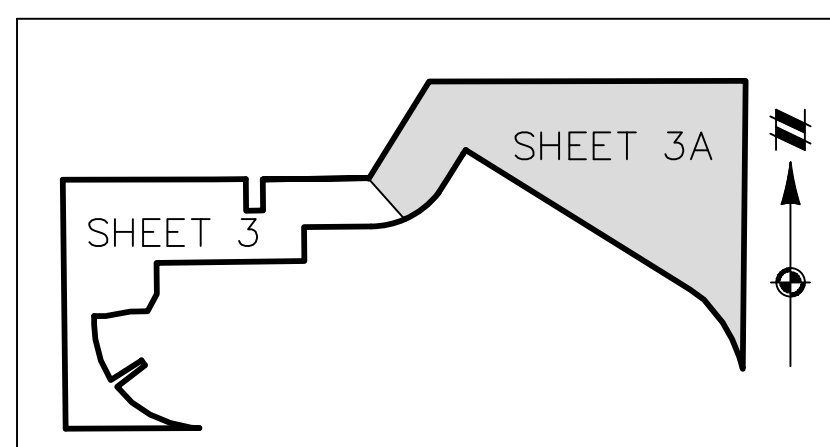
P.M. L.DROUILLARD

BOOK - -

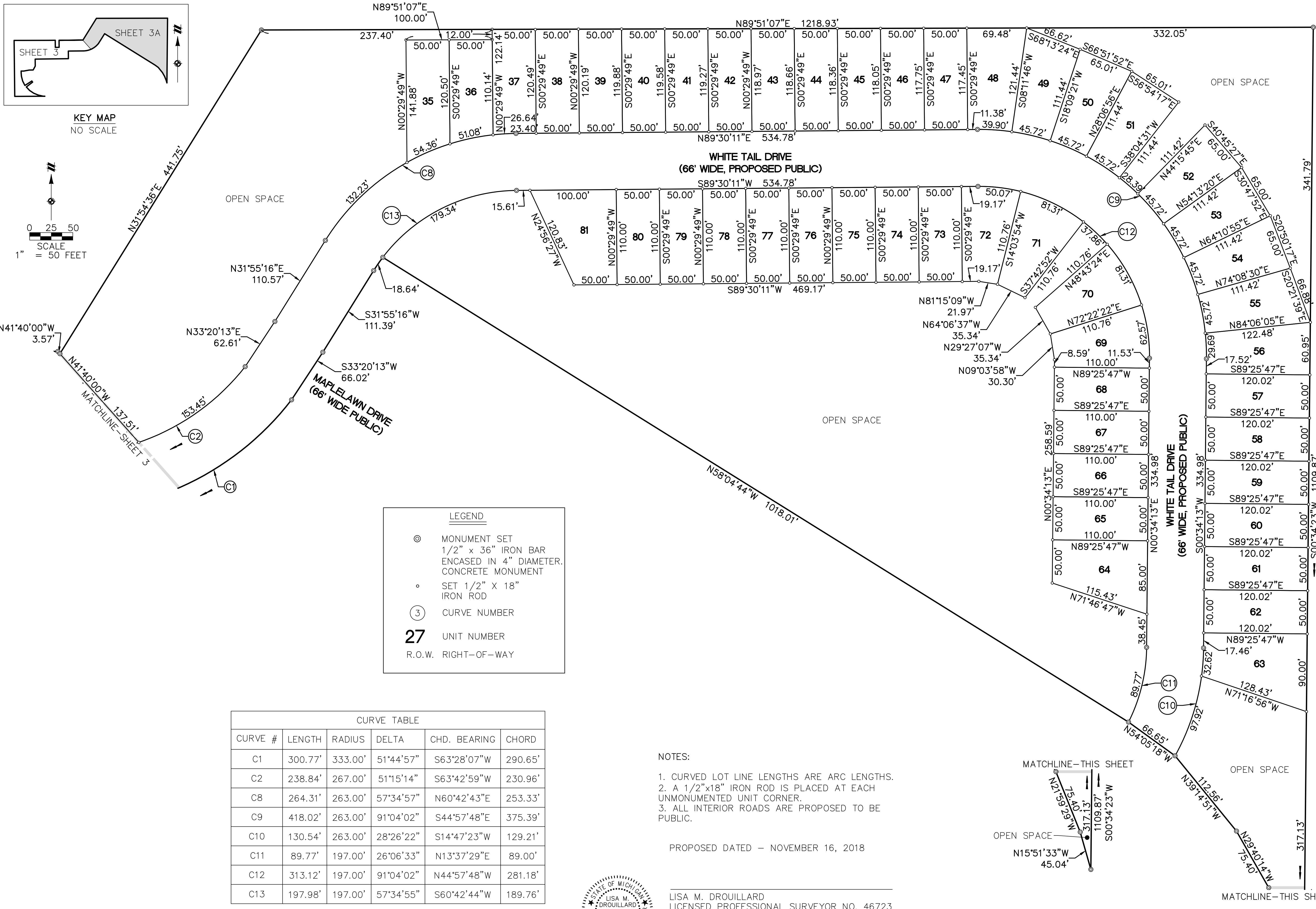
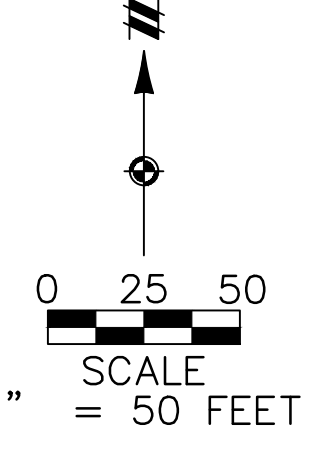
JOB 14000914

SHEET NO. 3A

CAD FILE: 14000914-C0-C0-SUB.DWG



KEY MAP
NO SCALE



LEGEND

- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASED IN 4" DIAMETER,
CONCRETE MONUMENT
- SET 1/2" X 18"
IRON ROD
- ③ CURVE NUMBER
- 27** UNIT NUMBER
R.O.W. RIGHT-OF-WAY

CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
|---------|---------|---------|-----------|--------------|---------|
| C1 | 300.77' | 333.00' | 51°44'57" | S63°28'07"W | 290.65' |
| C2 | 238.84' | 267.00' | 51°15'14" | S63°42'59"W | 230.96' |
| C8 | 264.31' | 263.00' | 57°34'57" | N60°42'43"E | 253.33' |
| C9 | 418.02' | 263.00' | 91°04'02" | S44°57'48"E | 375.39' |
| C10 | 130.54' | 263.00' | 28°26'22" | S14°47'23"W | 129.21' |
| C11 | 89.77' | 197.00' | 26°06'33" | N13°37'29"E | 89.00' |
| C12 | 313.12' | 197.00' | 91°04'02" | N44°57'48"W | 281.18' |
| C13 | 197.98' | 197.00' | 57°34'55" | S60°42'44"W | 189.76' |

- NOTES:**
- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
 - ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

SURVEY PLAN UNITS 35-81

THE VILLAGE AT MAJESTIC LAKES



Know what's below. Call before you dig.

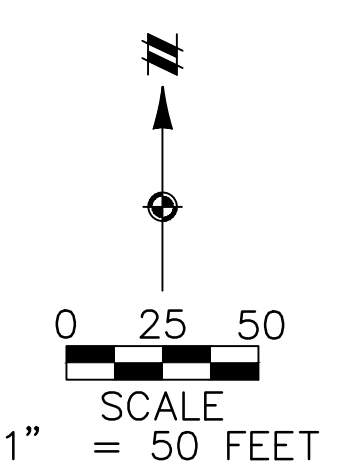
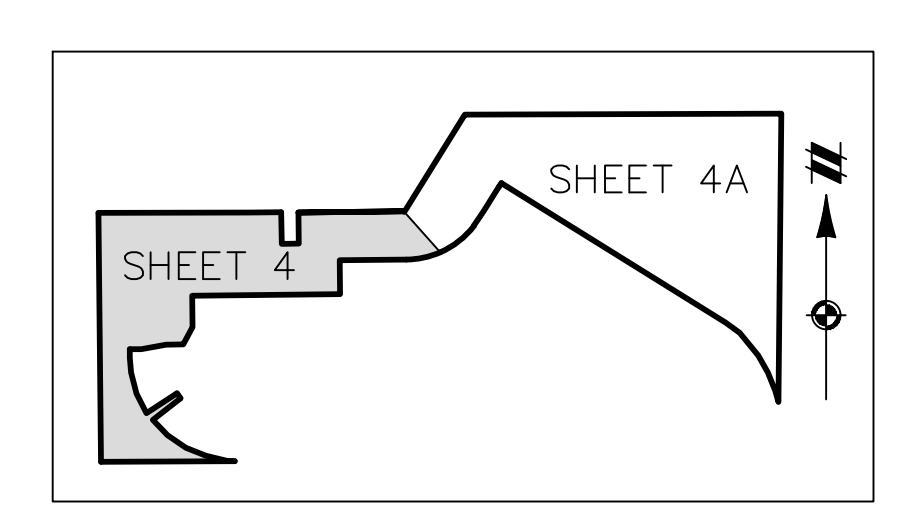
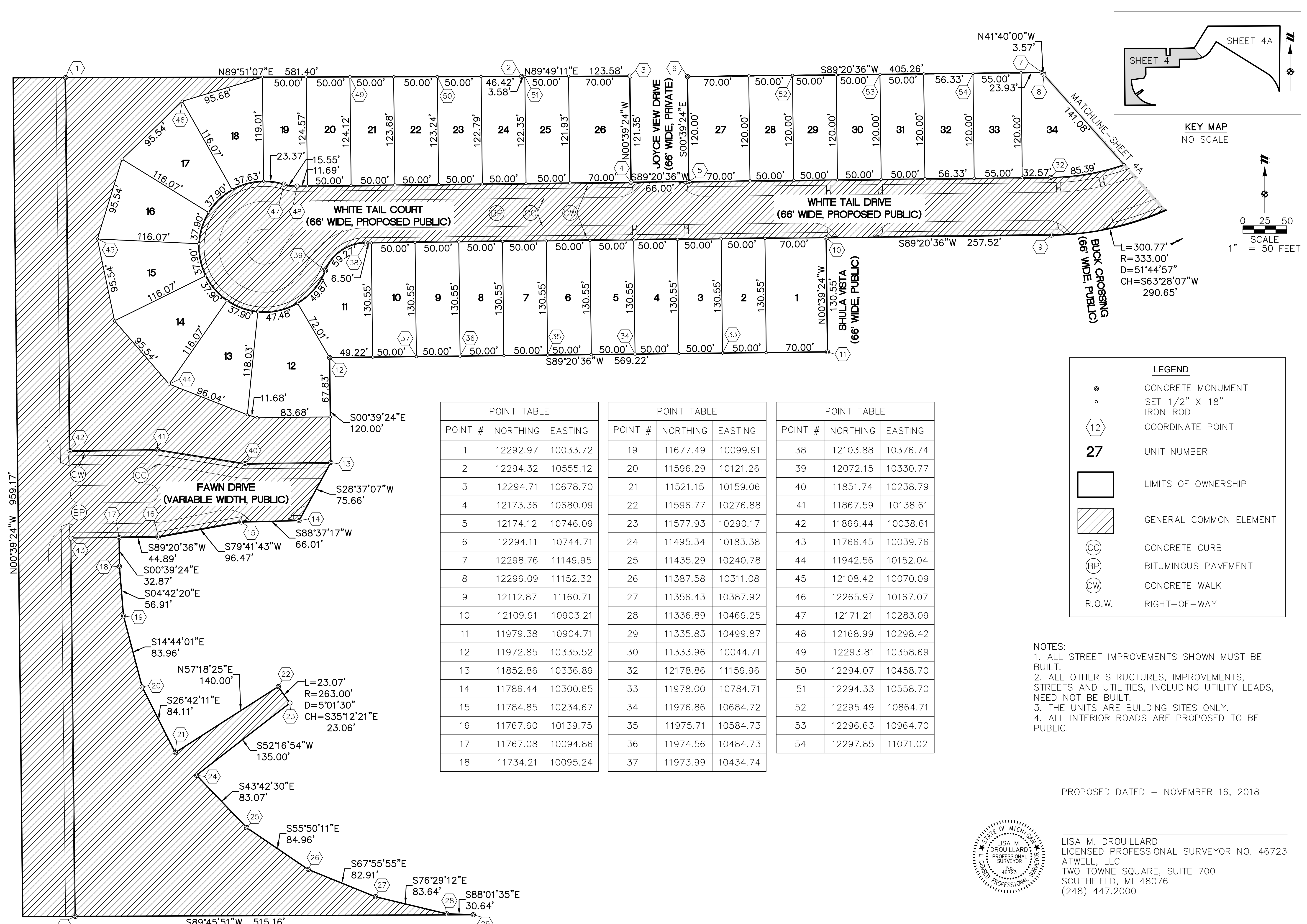
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NOTICE:

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248.447.2000



| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 1 | 12292.97 | 10033.72 |
| 2 | 12294.32 | 10555.12 |
| 3 | 12294.71 | 10678.70 |
| 4 | 12173.36 | 10680.09 |
| 5 | 12174.12 | 10746.09 |
| 6 | 12294.11 | 10744.71 |
| 7 | 12298.76 | 11149.95 |
| 8 | 12296.09 | 11152.32 |
| 9 | 12112.87 | 11160.71 |
| 10 | 12109.91 | 10903.21 |
| 11 | 11979.38 | 10904.71 |
| 12 | 11972.85 | 10335.52 |
| 13 | 11852.86 | 10336.89 |
| 14 | 11786.44 | 10300.65 |
| 15 | 11784.85 | 10234.67 |
| 16 | 11767.60 | 10139.75 |
| 17 | 11767.08 | 10094.86 |
| 18 | 11734.21 | 10095.24 |

| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 19 | 11677.49 | 10099.91 |
| 20 | 11596.29 | 10121.26 |
| 21 | 11521.15 | 10159.06 |
| 22 | 11596.77 | 10276.88 |
| 23 | 11577.93 | 10290.17 |
| 24 | 11495.34 | 10183.38 |
| 25 | 11435.29 | 10240.78 |
| 26 | 11387.58 | 10311.08 |
| 27 | 11356.43 | 10387.92 |
| 28 | 11336.89 | 10469.25 |
| 29 | 11335.83 | 10499.87 |
| 30 | 11333.96 | 10044.71 |
| 32 | 12178.86 | 11159.96 |
| 33 | 11978.00 | 10784.71 |
| 34 | 11976.86 | 10684.72 |
| 35 | 11975.71 | 10584.73 |
| 36 | 11974.56 | 10484.73 |
| 37 | 11973.99 | 10434.74 |

| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 38 | 12103.88 | 10376.74 |
| 39 | 12072.15 | 10330.77 |
| 40 | 11851.74 | 10238.79 |
| 41 | 11867.59 | 10138.61 |
| 42 | 11866.44 | 10038.61 |
| 43 | 11766.45 | 10039.76 |
| 44 | 11942.56 | 10152.04 |
| 45 | 12108.42 | 10070.09 |
| 46 | 12265.97 | 10167.07 |
| 47 | 12171.21 | 10283.09 |
| 48 | 12168.99 | 10298.42 |
| 49 | 12293.81 | 10358.69 |
| 50 | 12294.07 | 10458.70 |
| 51 | 12294.33 | 10558.70 |
| 52 | 12295.49 | 10864.71 |
| 53 | 12296.63 | 10964.70 |
| 54 | 12297.85 | 11071.02 |

LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⬡ 12 COORDINATE POINT
- 27 UNIT NUMBER
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ⊙ CC CONCRETE CURB
- ⊙ BP BITUMINOUS PAVEMENT
- ⊙ CW CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

NOTES:

1. ALL STREET IMPROVEMENTS SHOWN MUST BE BUILT.
2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
3. THE UNITS ARE BUILDING SITES ONLY.
4. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED – NOVEMBER 16, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

SITE PLAN UNITS 1-34
THE VILLAGE AT MAJESTIC LAKES

SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES
SITE PLAN UNITS 1-34

DATE: 7/15/2017

9/08/2017 REV PER CLIENT
2/09/2018 REV PER CLIENT
11/15/2018 AMENDMENT NO.1
REPLAT NO.1

REVISIONS

DR. JMM | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 4

CAD FILE: 14000914-03-04-SP.DWG

811
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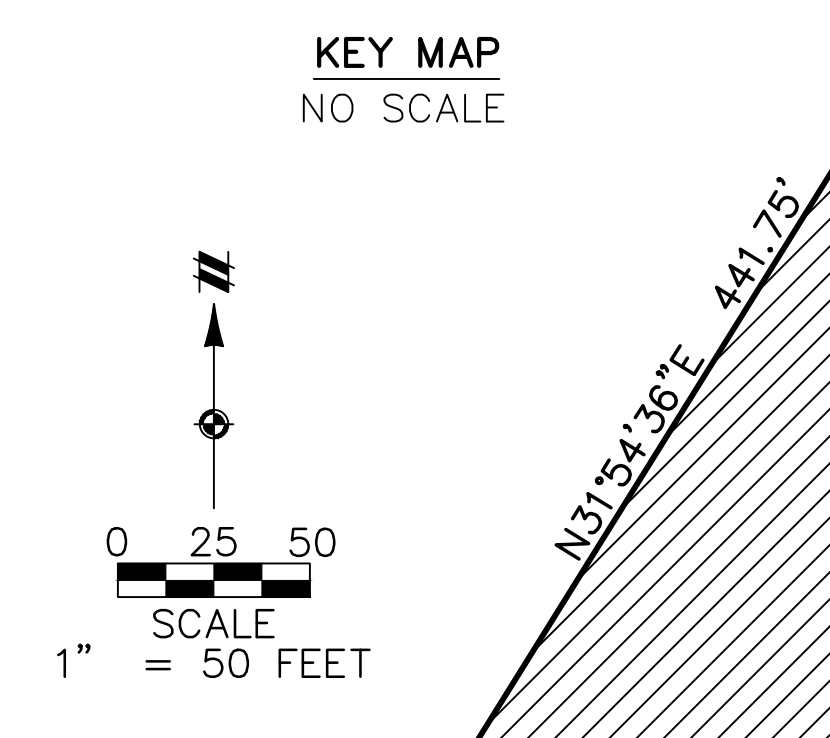
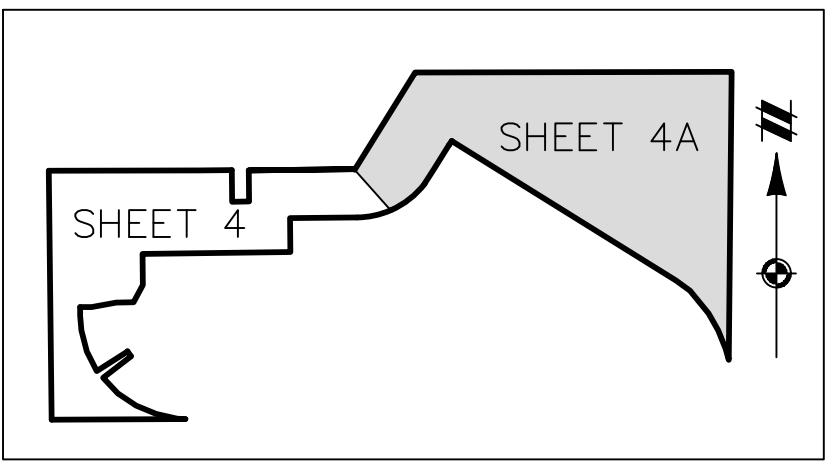
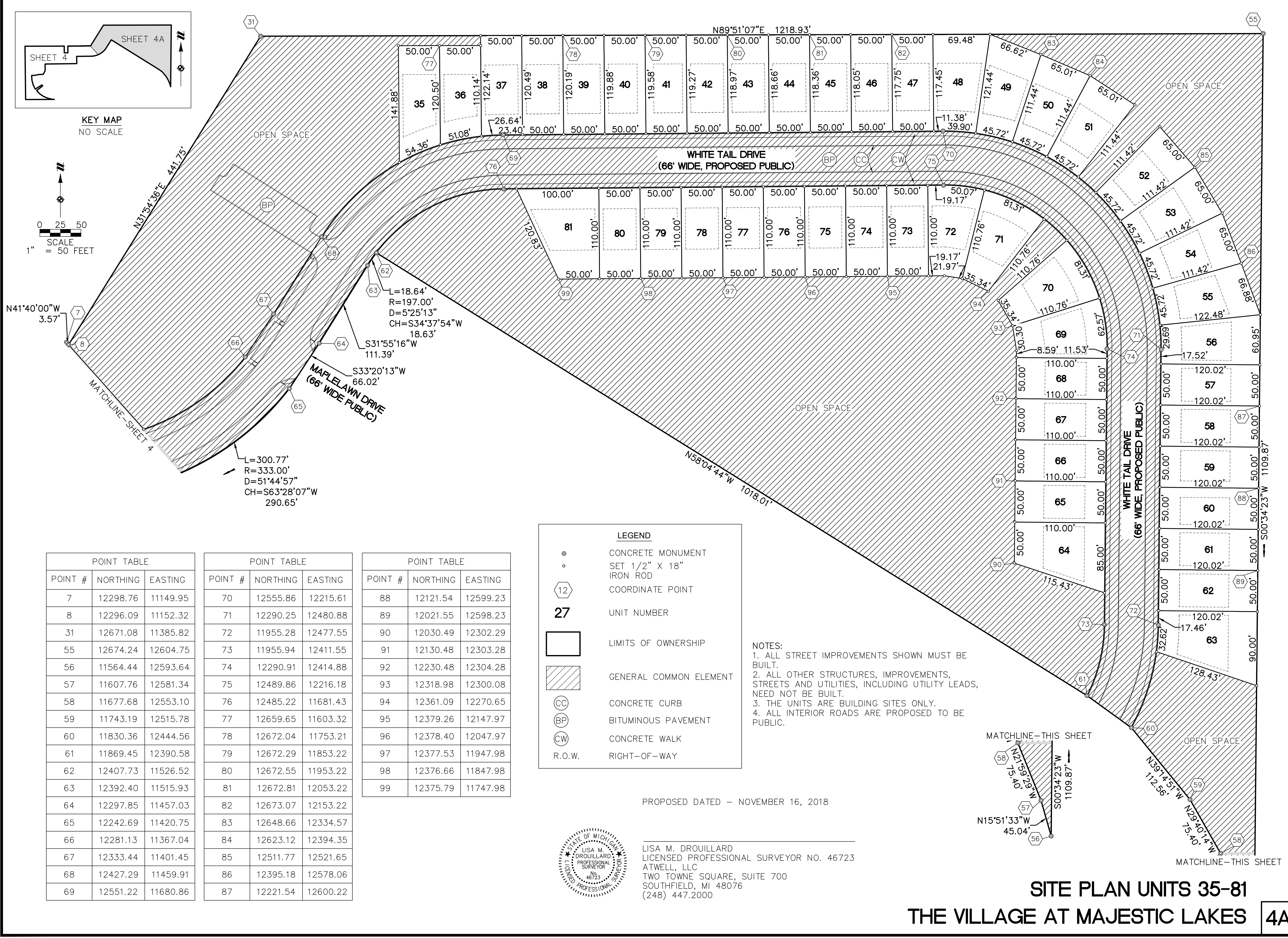
SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

CLIENT
DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES

DATE
7/15/2017

REVISIONS

DR. JMM | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 4A



| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 7 | 12298.76 | 11149.95 |
| 8 | 12296.09 | 11152.32 |
| 31 | 12671.08 | 11385.82 |
| 55 | 12674.24 | 12604.75 |
| 56 | 11564.44 | 12593.64 |
| 57 | 11607.76 | 12581.34 |
| 58 | 11677.68 | 12553.10 |
| 59 | 11743.19 | 12515.78 |
| 60 | 11830.36 | 12444.56 |
| 61 | 11869.45 | 12390.58 |
| 62 | 12407.73 | 11526.52 |
| 63 | 12392.40 | 11515.93 |
| 64 | 12297.85 | 11457.03 |
| 65 | 12242.69 | 11420.75 |
| 66 | 12281.13 | 11367.04 |
| 67 | 12333.44 | 11401.45 |
| 68 | 12427.29 | 11459.91 |
| 69 | 12551.22 | 11680.86 |

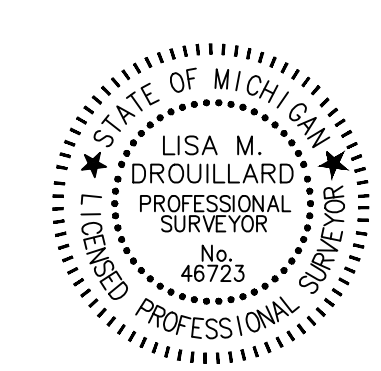
| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 70 | 12555.86 | 12215.61 |
| 71 | 12290.25 | 12480.88 |
| 72 | 11955.28 | 12477.55 |
| 73 | 11955.94 | 12411.55 |
| 74 | 12290.91 | 12414.88 |
| 75 | 12489.86 | 12216.18 |
| 76 | 12485.22 | 11681.43 |
| 77 | 12659.65 | 11603.32 |
| 78 | 12672.04 | 11753.21 |
| 79 | 12672.29 | 11853.22 |
| 80 | 12672.55 | 11953.22 |
| 81 | 12672.81 | 12053.22 |
| 82 | 12673.07 | 12153.22 |
| 83 | 12648.66 | 12334.57 |
| 84 | 12623.12 | 12394.35 |
| 85 | 12511.77 | 12521.65 |
| 86 | 12395.18 | 12578.06 |
| 87 | 12221.54 | 12600.22 |

| POINT TABLE | | |
|-------------|----------|----------|
| POINT # | NORTHING | EASTING |
| 88 | 12121.54 | 12599.23 |
| 89 | 12021.55 | 12598.23 |
| 90 | 12030.49 | 12302.29 |
| 91 | 12130.48 | 12303.28 |
| 92 | 12230.48 | 12304.28 |
| 93 | 12318.98 | 12300.08 |
| 94 | 12361.09 | 12270.65 |
| 95 | 12379.26 | 12147.97 |
| 96 | 12378.40 | 12047.97 |
| 97 | 12377.53 | 11947.98 |
| 98 | 12376.66 | 11847.98 |
| 99 | 12375.79 | 11747.98 |

LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⬡ COORDINATE POINT
- 27 UNIT NUMBER
- ▭ LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ⊙ CONCRETE CURB
- ⊙ BITUMINOUS PAVEMENT
- ⊙ CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

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PROPOSED DATED - NOVEMBER 16, 2018

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LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

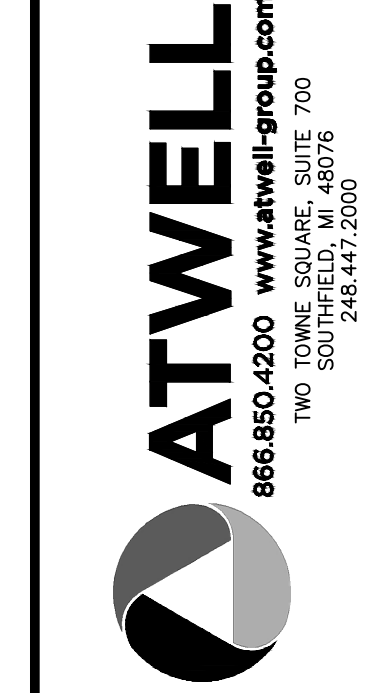
SITE PLAN UNITS 35-81
THE VILLAGE AT MAJESTIC LAKES



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SECTION 26
 TOWN 03 SOUTH, RANGE 07 EAST
 TOWNSHIP YPSILANTI TOWNSHIP
 COUNTY WASHTENAW COUNTY, MICHIGAN

CLIENT DIVERSE REAL ESTATE LLC
 THE VILLAGE AT MAJESTIC LAKES
 EASEMENT PLAN UNITS 1-34

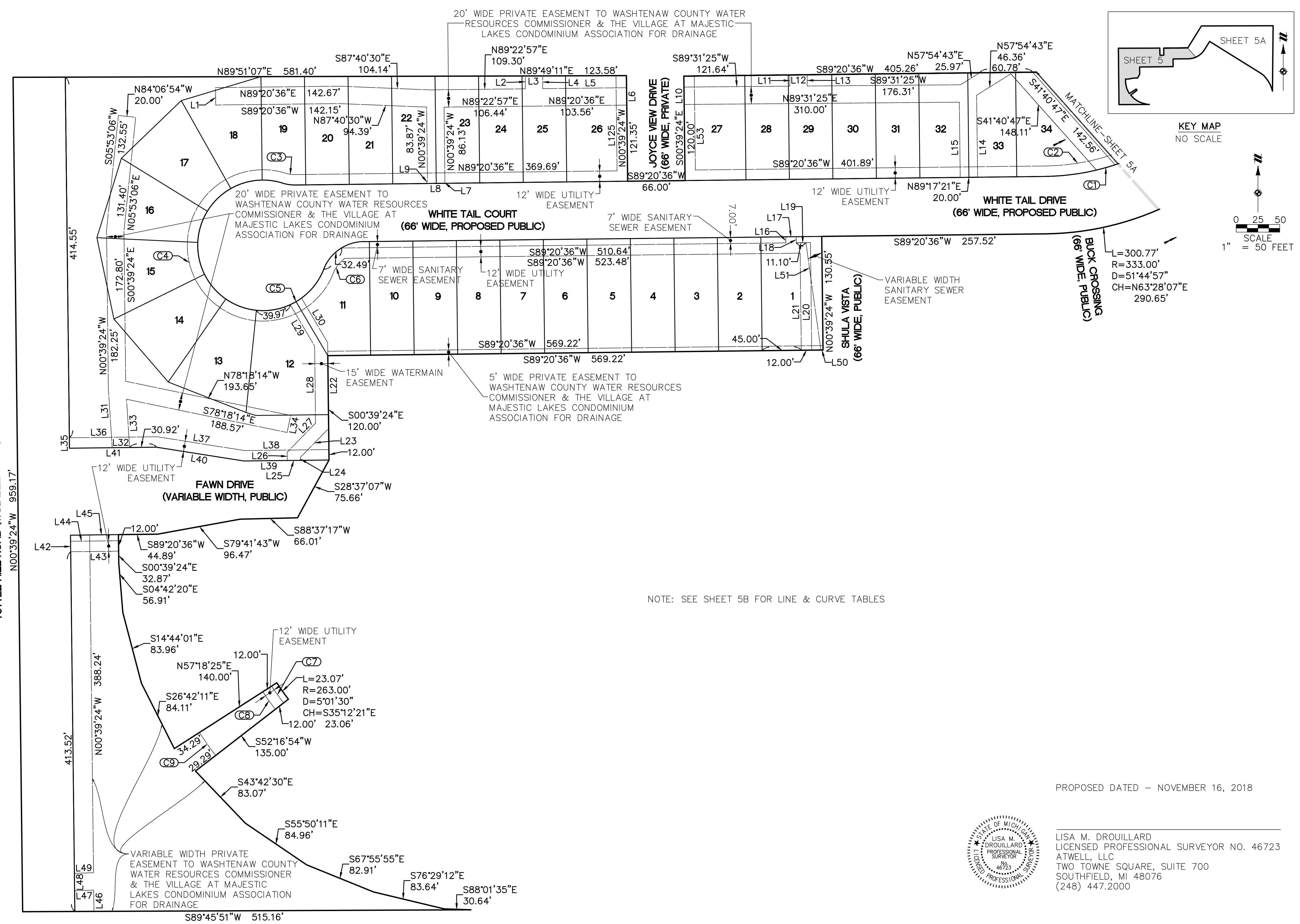
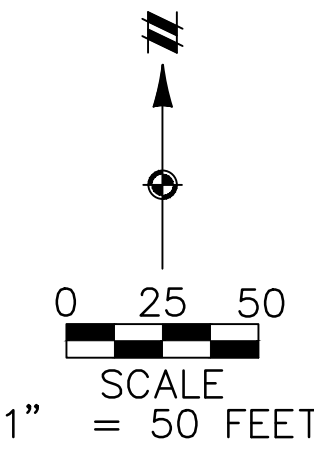
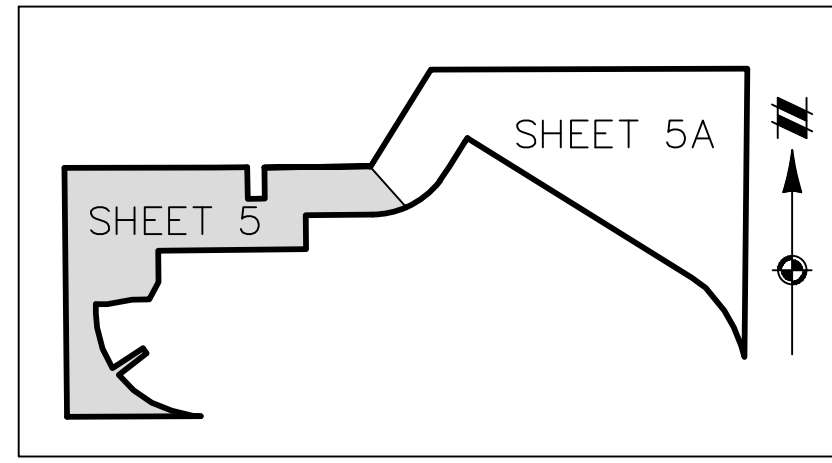
DATE 7/15/2017

| | |
|------------|--------------------|
| 9/08/2017 | REV PER CLIENT |
| 7/09/2018 | REV PER CLIENT |
| 11/19/2018 | AMPLIFICATION NO.1 |
| | REPLAT NO.1 |

REVISIONS

DR. JMM | CH. LMD
 P.M. L.DROUILLARD
 BOOK --
 JOB 14000914
 SHEET NO. 5

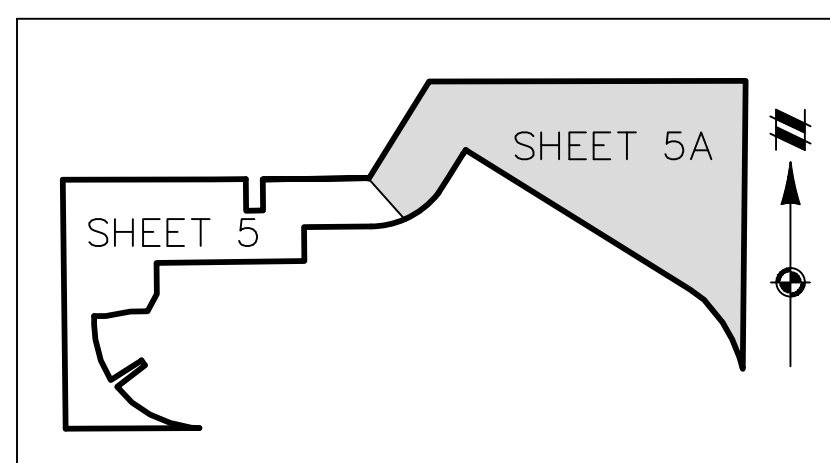
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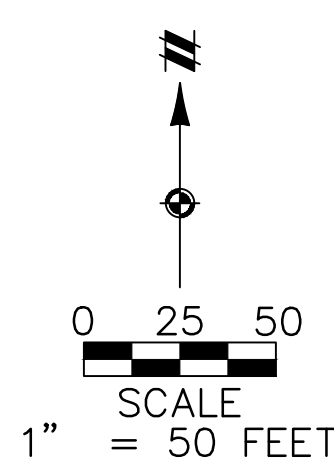
PROPOSED DATED - NOVEMBER 16, 2018

LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

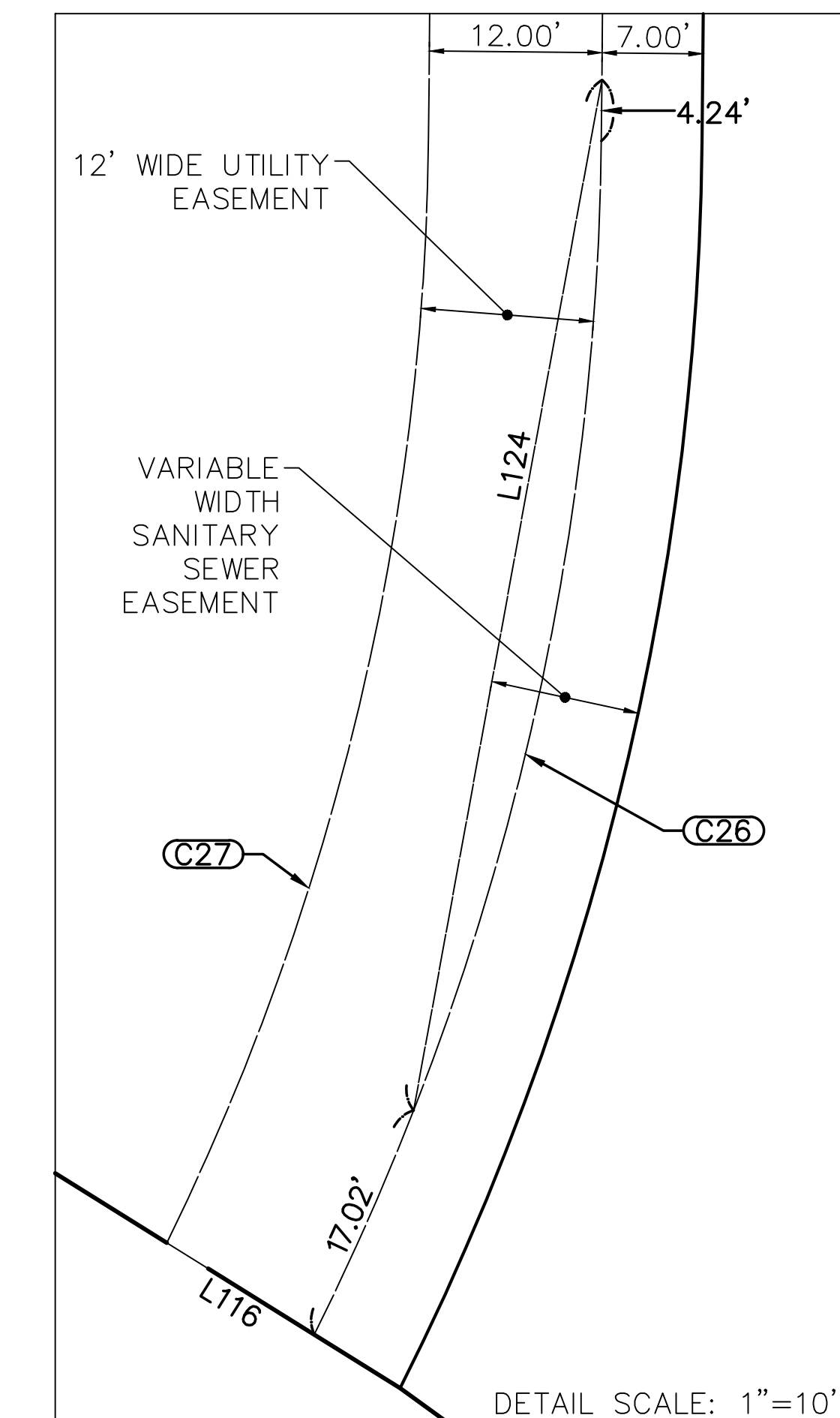
EASEMENT PLAN UNITS 1-34 THE VILLAGE AT MAJESTIC LAKES



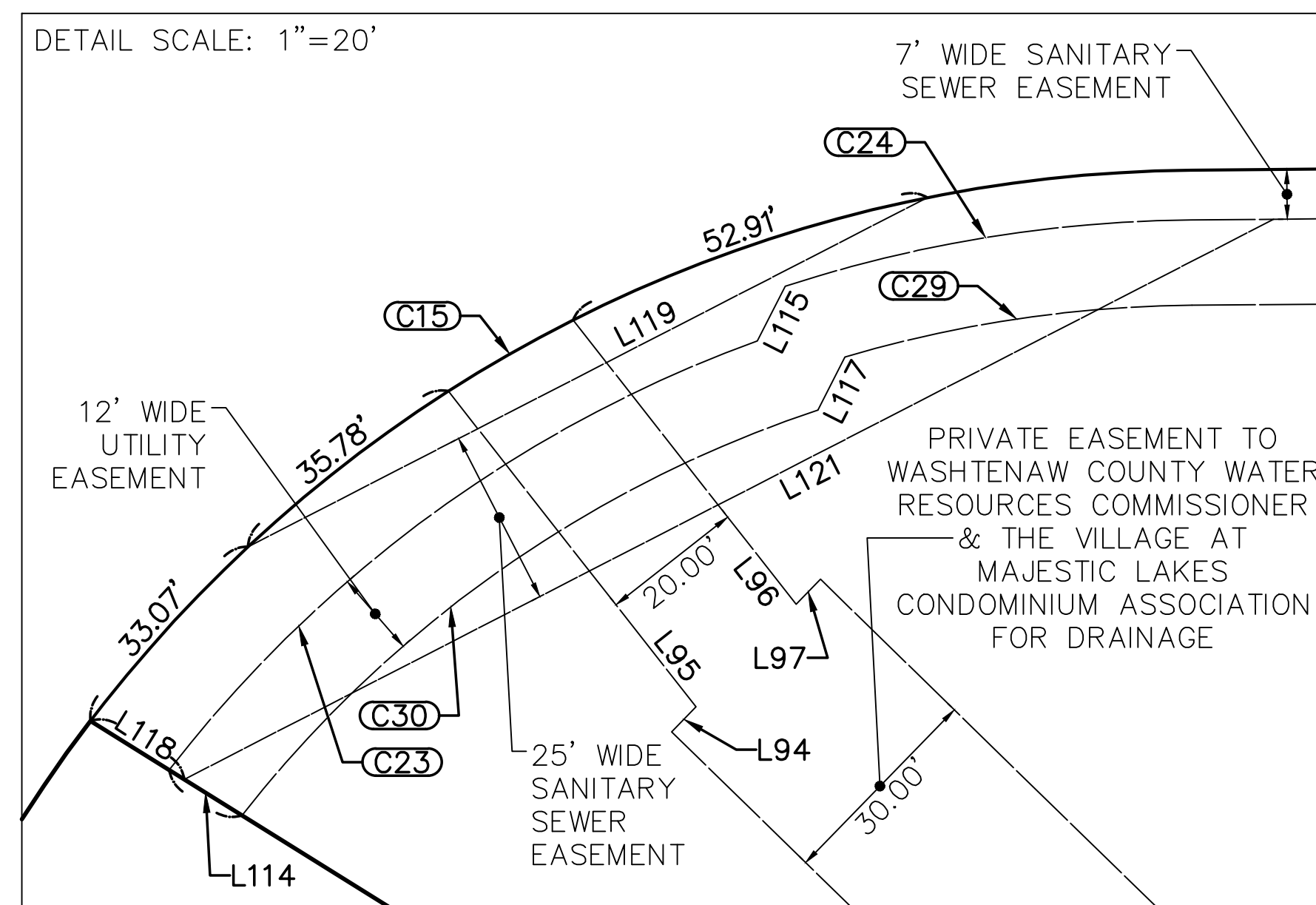
KEY MAP
NO SCALE



SCALE
1" = 50 FEET



DETAIL SCALE: 1"=10'



NOTE: SEE SHEET 5B FOR LINE & CURVE TABLES

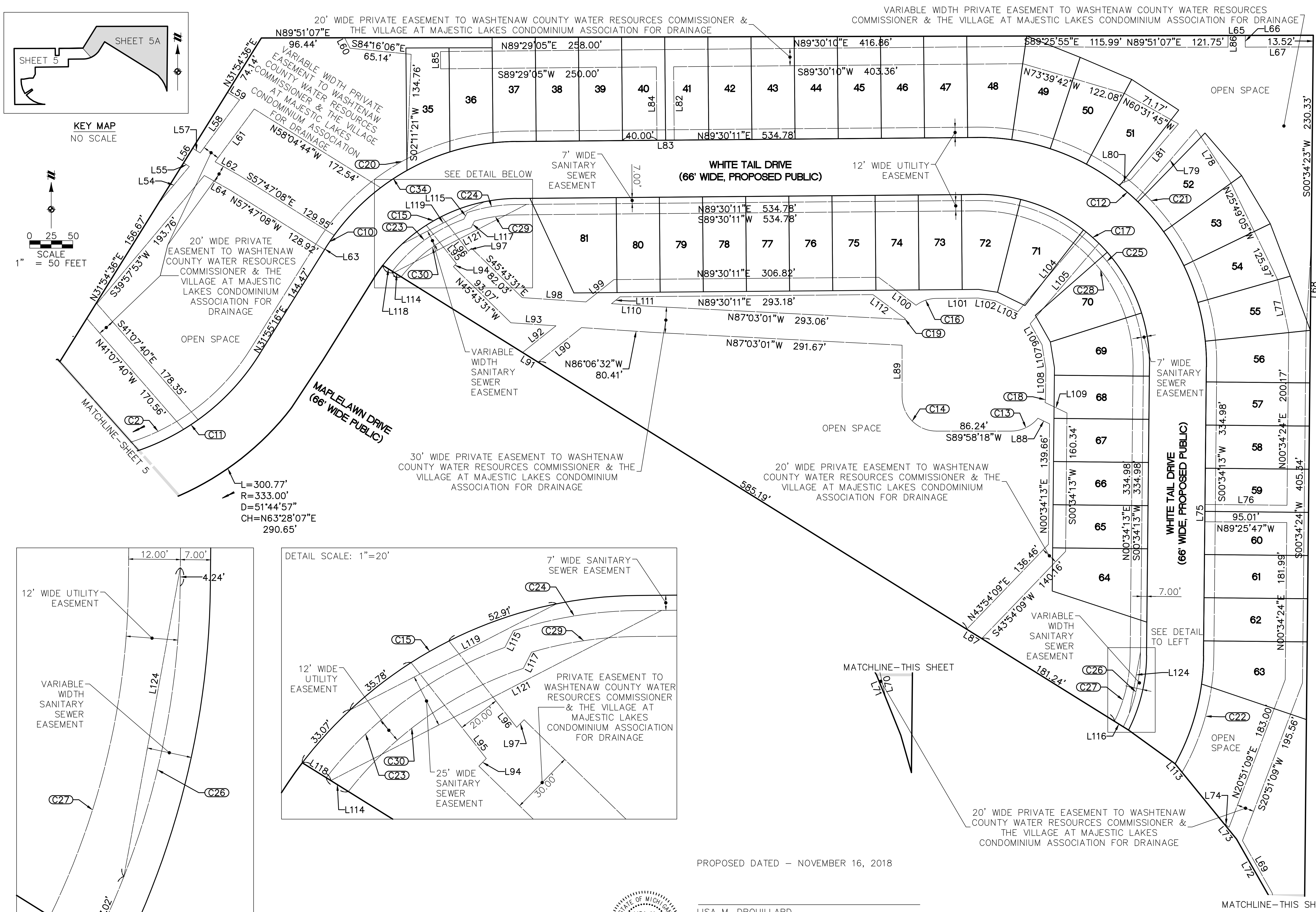


PROPOSED DATED - NOVEMBER 16, 2018

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

EASEMENT PLAN UNITS 35-81 THE VILLAGE AT MAJESTIC LAKES

5A



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| | | |
|----------------------------|---------------|---------------|
| SECTION 26 | TOWN 03 SOUTH | RANGE 07 EAST |
| YPSILANTI TOWNSHIP | | |
| WASHTENAW COUNTY, MICHIGAN | | |

| | | |
|------------|-------------------------|-------------------------------|
| CLIENT | DIVERSE REAL ESTATE LLC | THE VILLAGE AT MAJESTIC LAKES |
| DATE | 7/15/2017 | |
| REV. | REV. PER. | CLIENT |
| 11/15/2018 | NO.1 | AMPLIFICATION |
| | | REPLAT NO.1 |

| REVISIONS | |
|-------------------|---------|
| DR. JMM | CH. LMD |
| P.M. L.DROUILLARD | |
| BOOK --- | |
| JOB 14000914 | |
| SHEET NO. 5A | |

CAD FILE: 14000914-05-05-EA.DWG

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 22.23' | 267.00' | 4°46'13" | S74°09'56"W | 22.22' |
| C2 | 255.56' | 255.00' | 57°25'20" | N60°37'56"E | 245.00' |
| C3 | 11.82' | 38.00' | 17°49'27" | S81°44'40"E | 11.77' |
| C4 | 403.51' | 87.00' | 265°44'17" | S25°42'05"E | 127.53' |
| C5 | 15.03' | 75.00' | 11°28'42" | N59°31'21"E | 15.00' |
| C6 | 21.61' | 38.00' | 32°34'46" | S37°43'09"W | 21.32' |
| C7 | 23.68' | 270.00' | 5°01'30" | N35°12'21"W | 23.67' |
| C8 | 24.73' | 282.00' | 5°01'30" | S35°12'21"E | 24.72' |
| C9 | 32.34' | 368.67' | 5°01'33" | N35°12'27"W | 32.33' |
| C10 | 18.46' | 263.00' | 4°01'19" | S33°55'56"W | 18.46' |
| C11 | 20.18' | 267.00' | 4°19'52" | N56°30'04"E | 20.18' |
| C12 | 27.25' | 263.00' | 5°56'13" | N49°21'44"W | 27.24' |
| C13 | 35.73' | 40.00' | 51°11'02" | N64°24'29"E | 34.56' |
| C14 | 62.83' | 40.00' | 90°00'00" | S45°00'00"E | 56.57' |
| C15 | 20.23' | 197.00' | 5°52'59" | S60°18'35"W | 20.22' |
| C16 | 25.19' | 40.00' | 36°04'36" | S71°27'53"W | 24.77' |
| C17 | 20.01' | 197.00' | 5°49'14" | N48°16'53"W | 20.00' |
| C18 | 6.48' | 40.00' | 9°17'00" | N5°12'42"E | 6.47' |
| C19 | 1.01' | 40.00' | 1°27'01" | S23°43'29"W | 1.01' |
| C20 | 276.37' | 275.00' | 57°34'55" | N60°42'44"E | 264.89' |
| C21 | 437.09' | 275.00' | 91°04'02" | S44°57'48"E | 392.51' |
| C22 | 141.27' | 275.00' | 29°25'59" | S15°17'12"W | 139.72' |
| C23 | 103.88' | 184.00' | 32°20'48" | N53°54'03"E | 102.50' |
| C24 | 58.13' | 190.00' | 17°31'44" | N80°44'19"E | 57.90' |
| C25 | 301.99' | 190.00' | 91°04'02" | S44°57'48"E | 271.19' |
| C26 | 85.94' | 190.00' | 25°54'56" | S13°31'41"W | 85.21' |
| C27 | 79.37' | 178.00' | 25°32'52" | N13°20'39"E | 78.71' |
| C28 | 282.92' | 178.00' | 91°04'02" | N44°57'48"W | 254.06' |
| C29 | 49.55' | 178.00' | 15°57'01" | S81°31'40"W | 49.39' |
| C30 | 100.55' | 172.00' | 33°29'46" | S54°52'56"W | 99.13' |
| C34 | 36.20' | 263.00' | 7°53'12" | S56°42'56"W | 36.17' |

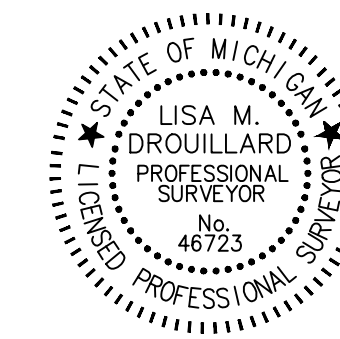
| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L1 | N0°39'24"W | 20.00' |
| L2 | N0°39'55"E | 14.81' |
| L3 | N89°49'11"E | 20.00' |
| L4 | S0°39'55"W | 14.66' |
| L5 | N89°20'36"E | 96.43' |
| L6 | S0°39'24"E | 20.00' |
| L7 | N14°19'03"E | 1.49' |
| L8 | S89°20'36"W | 20.70' |
| L9 | N14°19'03"E | 4.21' |
| L10 | S0°39'24"E | 20.00' |
| L11 | S0°15'54"W | 12.93' |
| L12 | S89°20'36"W | 20.00' |
| L13 | N0°15'54"E | 12.99' |
| L14 | S0°42'39"E | 94.18' |
| L15 | S0°42'39"E | 86.47' |
| L16 | N0°39'24"W | 7.00' |
| L17 | N89°20'36"E | 12.00' |
| L18 | S0°39'24"E | 7.00' |
| L19 | S89°20'36"W | 16.37' |
| L20 | N0°39'24"W | 123.55' |
| L21 | N0°39'24"W | 111.55' |
| L22 | S0°39'24"E | 98.77' |
| L23 | S44°20'36"W | 46.62' |
| L24 | S0°39'24"E | 3.35' |
| L25 | S89°20'36"W | 15.00' |
| L26 | N0°39'24"W | 9.56' |
| L27 | N44°20'36"E | 46.62' |
| L28 | N0°39'24"W | 88.56' |
| L29 | N30°28'39"W | 55.31' |
| L30 | S30°28'39"E | 59.30' |
| L31 | S3°42'12"E | 67.95' |
| L32 | N89°20'36"E | 20.03' |
| L33 | N3°42'12"W | 55.63' |
| L34 | N11°41'46"E | 20.00' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L35 | N0°39'25"W | 12.00' |
| L36 | N89°20'36"E | 101.01' |
| L37 | N81°00'31"W | 101.43' |
| L38 | N89°20'36"E | 97.09' |
| L39 | S89°20'36"W | 98.11' |
| L40 | N81°00'31"W | 101.43' |
| L41 | S89°20'36"W | 100.00' |
| L42 | S0°39'24"E | 12.00' |
| L43 | S89°20'36"W | 55.11' |
| L44 | S89°20'36"W | 55.11' |
| L45 | N89°20'36"E | 33.11' |
| L46 | N0°39'24"W | 24.44' |
| L47 | N88°07'26"E | 22.01' |
| L48 | N0°39'24"W | 20.00' |
| L49 | N88°07'26"E | 22.01' |
| L50 | S89°20'36"W | 2.48' |
| L51 | S7°56'33"E | 124.55' |
| L54 | N39°57'53"E | 56.02' |
| L55 | N57°52'52"W | 7.85' |
| L56 | N31°54'36"E | 20.00' |
| L57 | S57°52'52"E | 10.15' |
| L58 | N36°35'07"E | 76.63' |
| L59 | N58°04'44"W | 16.39' |
| L60 | S27°33'34"E | 13.61' |
| L61 | S36°35'07"W | 76.17' |
| L62 | S60°36'23"E | 32.24' |
| L63 | S31°55'16"W | 1.55' |
| L64 | N60°36'23"W | 34.78' |
| L65 | N89°51'07"E | 20.00' |
| L66 | S0°21'25"W | 13.50' |
| L67 | N89°51'07"E | 78.69' |
| L68 | S3°24'09"W | 101.24' |
| L69 | S29°39'42"E | 69.48' |
| L70 | S13°00'08"E | 30.95' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L71 | N21°59'29"W | 29.04' |
| L72 | N29°40'14"W | 75.40' |
| L73 | N39°14'51"W | 24.88' |
| L74 | S51°23'46"E | 9.09' |
| L75 | N0°34'13"E | 20.00' |
| L76 | S89°25'47"E | 95.01' |
| L77 | N11°44'04"W | 60.52' |
| L78 | N33°10'44"W | 71.38' |
| L79 | S40°33'29"W | 107.49' |
| L80 | N66°51'57"E | 16.33' |
| L81 | N40°33'29"E | 84.40' |
| L82 | S0°29'48"E | 85.00' |
| L83 | S89°30'11"W | 20.00' |
| L84 | N0°29'48"W | 84.99' |
| L85 | N0°30'56"W | 20.00' |
| L86 | N0°21'25"E | 13.50' |
| L87 | N58°04'44"W | 20.45' |
| L88 | N64°21'54"W | 15.00' |
| L89 | N0°00'00"E | 59.51' |
| L90 | S51°27'33"W | 64.28' |
| L91 | N58°04'44"W | 21.22' |
| L92 | N51°27'33"E | 49.50' |
| L93 | N86°06'32"W | 52.34' |
| L94 | N44°16'29"E | 4.91' |
| L95 | N38°07'57"W | 56.48' |
| L96 | S38°07'57"E | 50.85' |
| L97 | N44°16'29"E | 4.91' |
| L98 | S86°06'32"E | 74.12' |
| L99 | N51°27'33"E | 41.45' |
| L100 | S53°14'37"E | 53.97' |
| L101 | N89°30'11"E | 48.48' |
| L102 | S81°15'09"E | 19.65' |
| L103 | S64°06'37"E | 29.43' |
| L104 | N40°33'29"E | 121.56' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L105 | S40°33'29"W | 122.41' |
| L106 | S29°27'07"E | 28.06' |
| L107 | S9°03'58"E | 27.66' |
| L108 | S0°34'13"W | 32.99' |
| L109 | S64°21'54"E | 28.18' |
| L110 | N86°06'32"W | 47.34' |
| L111 | N51°27'33"E | 12.67' |
| L112 | S53°14'37"E | 46.47' |
| L113 | N39°14'51"W | 12.87' |
| L114 | N58°04'44"W | 12.07' |
| L115 | N26°58'27"E | 8.63' |
| L116 | N58°04'44"W | 12.06' |
| L117 | S26°58'27"W | 8.39' |
| L118 | N58°04'44"W | 15.56' |
| L119 | N62°48'05"E | 107.54' |
| L121 | S62°48'05"W | 172.45' |
| L124 | N10°21'32"E | 72.71' |
| L125 | N0°39'24"W | 109.45' |

PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

EASEMENT PLAN LINE & CURVE TABLES THE VILLAGE AT MAJESTIC LAKES

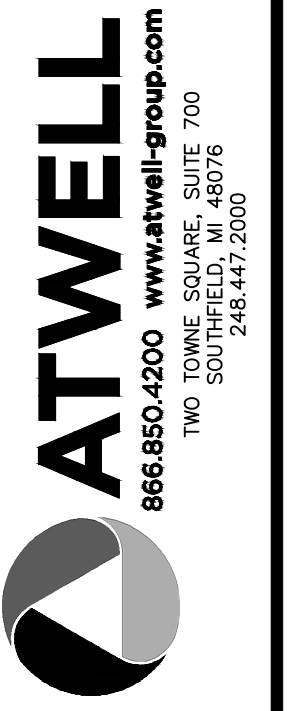


Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OR PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
TOWNSHIP YPSILANTI TOWNSHIP
COUNTY WASHINGTON COUNTY, MICHIGAN

CLIENT
DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES
EASEMENT PLAN
LINE & CURVE TABLES

DATE 7/15/2017

9/08/2017
REV PER CLIENT
2/09/2016
APPROVAL NO.1
11/19/2016
REPLAT NO.1

REVISIONS

DR. JMM | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 5B

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ATWELL
666.850.4200 www.atwell-group.com
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
248.447.2000

SECTION 26
TOWN 03 SOUTH, RANGE 07 EAST
YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

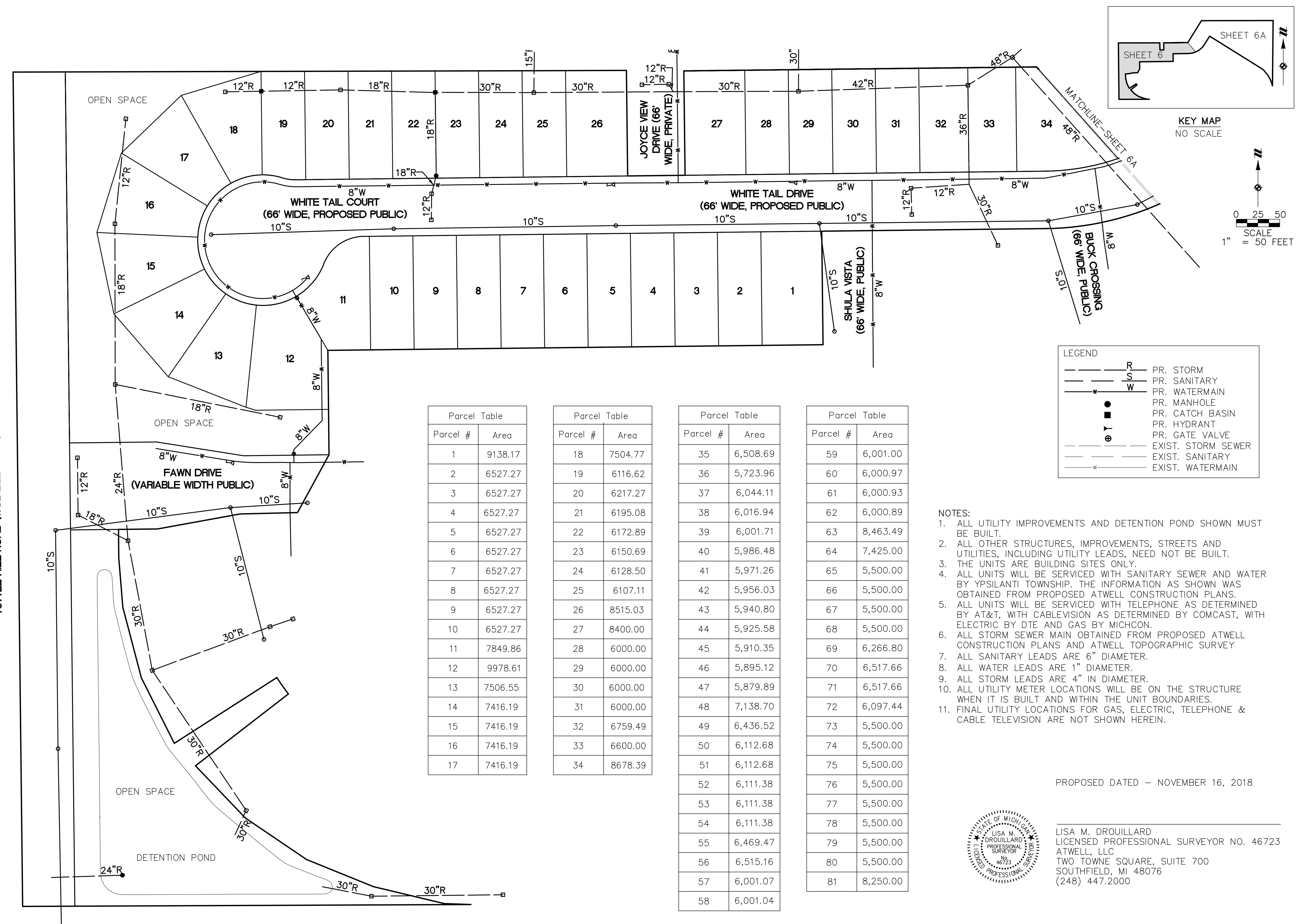
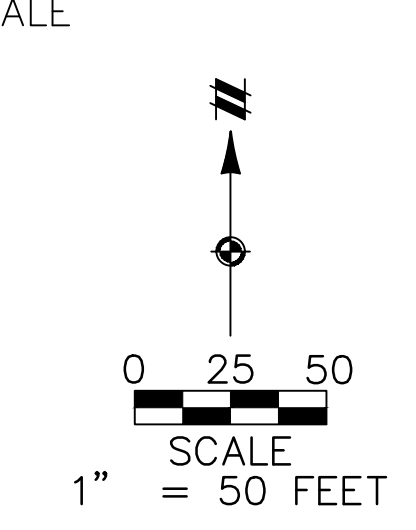
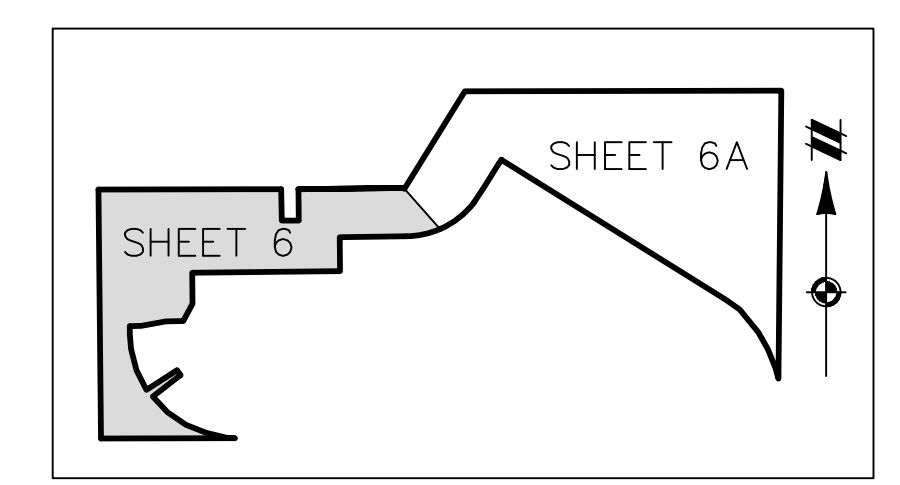
CLIENT: DIVERSE REAL ESTATE LLC
THE VILLAGE AT MAJESTIC LAKES
UTILITY PLAN UNITS 1-34 & TABLES

DATE: 7/15/2017

9/08/2017 REV. PER. CLIENT
2/09/2018 REV. PER. CLIENT
11/15/2018 AMENDMENT NO.1
REPLAT. NO.1

REVISIONS

DR. JMM | CH. LMD
P.M. L.DROUILLARD
BOOK --
JOB 14000914
SHEET NO. 6

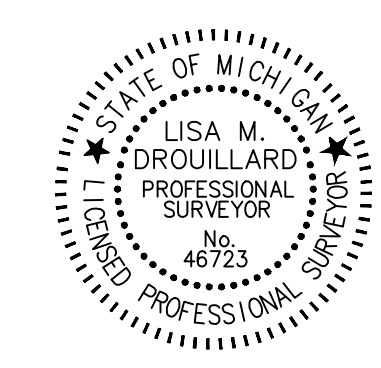


LEGEND

| | |
|-----|--------------------|
| --- | PR. STORM |
| --- | PR. SANITARY |
| --- | PR. WATERMAIN |
| ○ | PR. MANHOLE |
| ■ | PR. CATCH BASIN |
| ● | PR. HYDRANT |
| ○ | PR. GATE VALVE |
| --- | EXIST. STORM SEWER |
| --- | EXIST. SANITARY |
| --- | EXIST. WATERMAIN |

- NOTES:**
1. ALL UTILITY IMPROVEMENTS AND DETENTION POND SHOWN MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILDING SITES ONLY.
 4. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY YPSILANTI TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS.
 5. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY AT&T, WITH CABLEVISION AS DETERMINED BY COMCAST, WITH ELECTRIC BY DTE AND GAS BY MICHCON.
 6. ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS AND ATWELL TOPOGRAPHIC SURVEY
 7. ALL SANITARY LEADS ARE 6" DIAMETER.
 8. ALL WATER LEADS ARE 1" DIAMETER.
 9. ALL STORM LEADS ARE 4" IN DIAMETER.
 10. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
 11. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION ARE NOT SHOWN HEREIN.

PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

| Parcel Table | |
|--------------|---------|
| Parcel # | Area |
| 1 | 9138.17 |
| 2 | 6527.27 |
| 3 | 6527.27 |
| 4 | 6527.27 |
| 5 | 6527.27 |
| 6 | 6527.27 |
| 7 | 6527.27 |
| 8 | 6527.27 |
| 9 | 6527.27 |
| 10 | 6527.27 |
| 11 | 7849.86 |
| 12 | 9978.61 |
| 13 | 7506.55 |
| 14 | 7416.19 |
| 15 | 7416.19 |
| 16 | 7416.19 |
| 17 | 7416.19 |

| Parcel Table | |
|--------------|---------|
| Parcel # | Area |
| 18 | 7504.77 |
| 19 | 6116.62 |
| 20 | 6217.27 |
| 21 | 6195.08 |
| 22 | 6172.89 |
| 23 | 6150.69 |
| 24 | 6128.50 |
| 25 | 6107.11 |
| 26 | 8515.03 |
| 27 | 8400.00 |
| 28 | 6000.00 |
| 29 | 6000.00 |
| 30 | 6000.00 |
| 31 | 6000.00 |
| 32 | 6759.49 |
| 33 | 6600.00 |
| 34 | 8678.39 |

| Parcel Table | |
|--------------|----------|
| Parcel # | Area |
| 35 | 6,508.69 |
| 36 | 5,723.96 |
| 37 | 6,044.11 |
| 38 | 6,016.94 |
| 39 | 6,001.71 |
| 40 | 5,986.48 |
| 41 | 5,971.26 |
| 42 | 5,956.03 |
| 43 | 5,940.80 |
| 44 | 5,925.58 |
| 45 | 5,910.35 |
| 46 | 5,895.12 |
| 47 | 5,879.89 |
| 48 | 7,138.70 |
| 49 | 6,436.52 |
| 50 | 6,112.68 |
| 51 | 6,112.68 |
| 52 | 6,111.38 |
| 53 | 6,111.38 |
| 54 | 6,111.38 |
| 55 | 6,469.47 |
| 56 | 6,515.16 |
| 57 | 6,001.07 |
| 58 | 6,001.04 |

| Parcel Table | |
|--------------|----------|
| Parcel # | Area |
| 59 | 6,001.00 |
| 60 | 6,000.97 |
| 61 | 6,000.93 |
| 62 | 6,000.89 |
| 63 | 8,463.49 |
| 64 | 7,425.00 |
| 65 | 5,500.00 |
| 66 | 5,500.00 |
| 67 | 5,500.00 |
| 68 | 5,500.00 |
| 69 | 6,266.80 |
| 70 | 6,517.66 |
| 71 | 6,517.66 |
| 72 | 6,097.44 |
| 73 | 5,500.00 |
| 74 | 5,500.00 |
| 75 | 5,500.00 |
| 76 | 5,500.00 |
| 77 | 5,500.00 |
| 78 | 5,500.00 |
| 79 | 5,500.00 |
| 80 | 5,500.00 |
| 81 | 8,250.00 |

UTILITY PLAN UNITS 1-34 & TABLES THE VILLAGE AT MAJESTIC LAKES



Know what's below.
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SECTION 26
 TOWN 03 SOUTH, RANGE 07 EAST
 YPSILANTI TOWNSHIP
 WASHTEENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE LLC
 THE VILLAGE AT MAJESTIC LAKES
 UTILITY PLAN
 UNITS 35-81

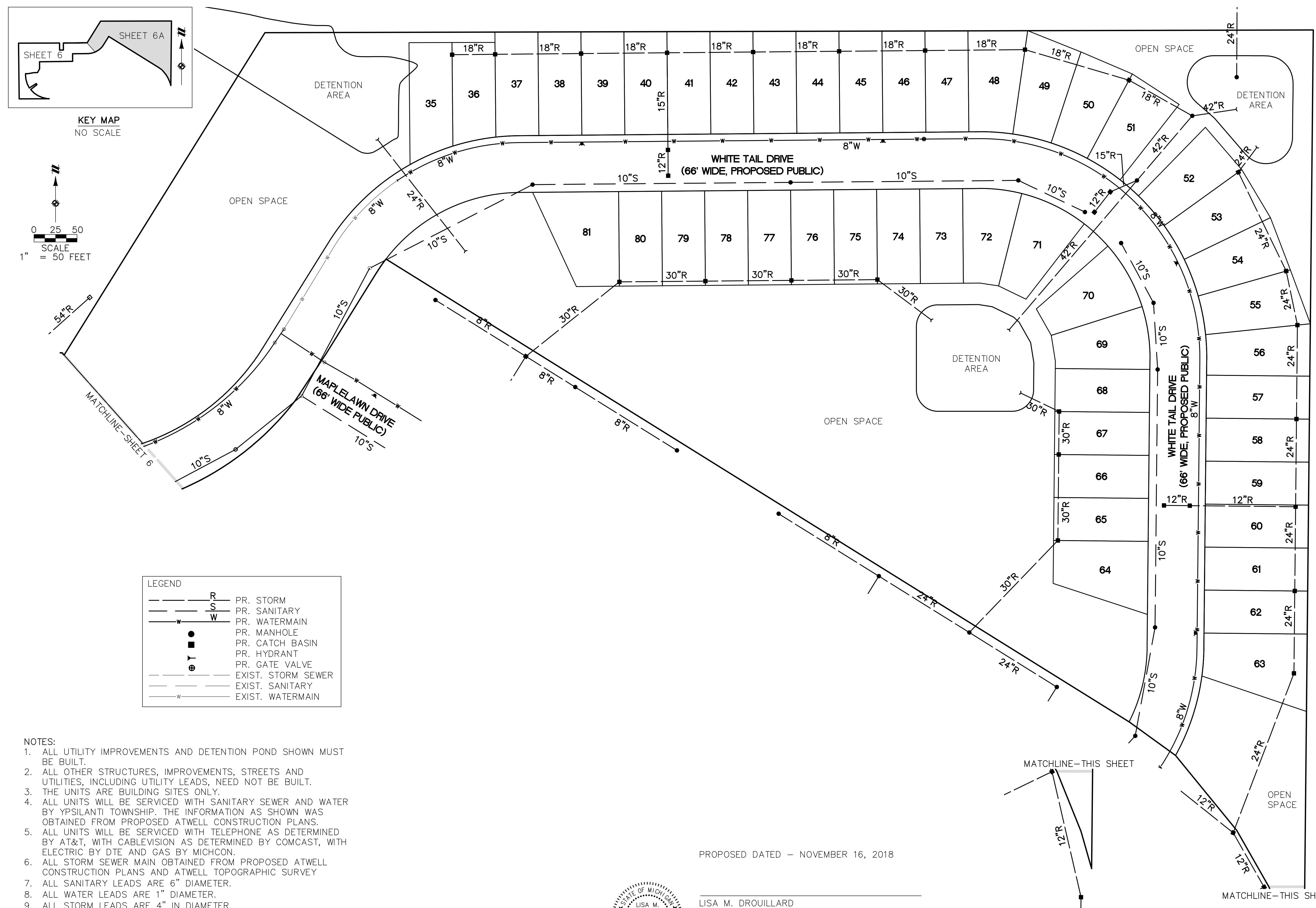
DATE: 7/15/2017

9/08/2017 REV PER CLIENT
 2/09/2016 AMPLIMENT NO.1
 11/19/2016 REPLAT NO.1

| REVISIONS |
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DR. JMM | CH. LMD
 P.M. L.DROUILLARD
 BOOK --
 JOB 14000914
 SHEET NO. 6A

CAD FILE: 14000914-CB-06-UTL.DWG



LEGEND

| | |
|---------|--------------------|
| ---R--- | PR. STORM |
| ---S--- | PR. SANITARY |
| ---W--- | PR. WATERMAIN |
| ● | PR. MANHOLE |
| ■ | PR. CATCH BASIN |
| ■ | PR. HYDRANT |
| ■ | PR. GATE VALVE |
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| --- | EXIST. WATERMAIN |

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PROPOSED DATED - NOVEMBER 16, 2018



LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

UTILITY PLAN UNITS 35-81
THE VILLAGE AT MAJESTIC LAKES

L: 5237 P: 388 6404123 DMA

12/18/2017 04:14 PM Total Pages: 77
Lawrence Kestenbaum, Washtenaw Co



77

**MASTER DEED
OF
THE VILLAGE AT MAJESTIC LAKES**

**A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 663**

This Master Deed is made and executed this 12 day of December, 2017, by **DIVERSE REAL ESTATE LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium Bylaws attached hereto as **Exhibit A** and the Condominium Subdivision Plan attached hereto as **Exhibit B** (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.).

NOW, THEREFORE, upon the recording hereof, Developer establishes The Village at Majestic Lakes as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

**ARTICLE I
TITLE AND NATURE**

6

The Condominium shall be known as The Village at Majestic Lakes, Washtenaw County Condominium Subdivision Plan No. 663. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan

215932028.4 35848/317535

Time Submitted for Recording
Date 12-18 2017 Time 4:00 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 34172908

attached hereto as **Exhibit B**. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in The Village at Majestic Lakes Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as **Exhibit B**. The plans and specifications for the Project will be filed with the Township of Ypsilanti, a Michigan municipal corporation (the "Township").

ARTICLE II
LEGAL DESCRIPTION : K-11-26-300-010

The land which comprises the Condominium established by this Master Deed is located in the Township of Ypsilanti, County of Washtenaw, State of Michigan, and described as follows:

A PARCEL OF LAND LOCATED IN SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YSPILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YSPILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE

RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of The Village at Majestic Lakes Condominium Association are defined as follows:

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

(b) "Association" means The Village at Majestic Lakes Condominium Association, a Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association as a nonprofit corporation.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium", "Condominium Project" or "Project" means The Village at Majestic Lakes as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B**.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as **Exhibit B**. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(i) "Co-owner" or "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. Both land contract vendors and vendees shall be considered Co-owners and shall, except as otherwise expressly provided in the Condominium Documents, be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Act.

(j) "Developer" means Diverse Real Estate LLC, a Michigan limited liability company, and its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing until the last to occur of (i) the date neither Developer nor any other Exempt Entity or any "successor developer" as defined by the Act owns any Unit; (ii) the date Developer is no longer entitled to convert any Convertible Areas pursuant to Article IX hereof; (iii) the date Developer is no longer entitled to contract any portion of the Project pursuant to Article X hereof or the Act; or (iv) the date Developer is no longer entitled to expand the Project pursuant to Article XI hereof.

(l) "Exempt Entity" means Developer, S.E. Michigan Land Holding LLC, a Michigan limited liability company ("SE"), Lombardo Homes of S.E. Michigan LLC, a Michigan limited liability company, Blue Majestic LLC, a Michigan limited liability company ("Blue Majestic"), or any of their respective affiliates.

(m) "First Mortgagee" means a Mortgagee who holds a recorded first mortgage on one or more Units.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred percent (100%). Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, antenna or satellite dish or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) "Transitional Control Date" means the date on which the 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 Developer exceed the votes which may be cast by Developer.

ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, including any walkways, parks, landscaped areas and berms, open areas, and cul-de-sacs, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are located within Units.

(2) The roads throughout the Condominium, designated on the Plan, so long as neither Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the applicable governmental entity.

(3) The electrical (including lighting), gas, water, sanitary sewer, storm water drainage (including storm sewers and detention basin), telephone, telecommunications, plumbing and cable television, if any, networks or systems throughout the Condominium, up to their point of connection with a Unit boundary (except for the portion of any lead that services only one Unit) and also that portion of such networks or systems contained within a Unit to the extent that the portion within the Unit also services other Units. Some or all of the foregoing systems and networks (including mains and service leads) described in this subsection (2) may be owned by the local public authority, municipality or utility company or other private company that is providing the pertinent service. Accordingly, such systems and networks shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature and extent of such interest, if any.

(4) All beneficial utility and drainage easements, if any.

(5) All sidewalks. No walkways installed within a Unit which lead to the Unit or any portion thereof will be considered a General Common Element.

(6) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Each mailbox and mailbox holder assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which the mailbox and mailbox holder is assigned. Each mailbox located within a cluster unit of mailboxes ("CBUs") that is assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which such mailbox is assigned.

(2) That portion of a utility lead (including a storm sewer or telecommunication lead) servicing only one Unit and located outside of such Unit shall constitute a Limited Common Element appurtenant to such Unit.

(c) The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(1) The Association shall maintain, repair and replace all Common Elements and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. The Association shall be responsible for maintaining, repairing and replacing CBUs only to the extent that they are not maintained by the United States Postal Service or some other governmental authority.

(2) It is anticipated that separate Residences have been or will be constructed entirely within the Units depicted on the Plan. The responsibility for, and the costs of maintenance, decoration, repair and replacement of a Residence and all other improvements within each Unit (other than General Common Elements which the Co-owner is not responsible for maintaining under this Master Deed or other improvements which the Association is responsible for maintaining under this Master Deed) shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be constructed or changed without the prior written specific approval of such construction or change from Developer (and the Architectural Control Committee, as the case may be), as more fully set forth in Article VI of the Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, the Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the Township.

(3) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(4) Each Co-owner shall, to the extent any governmental authority is not otherwise responsible and the Association is not otherwise responsible under Section 1 of Article V of the Bylaws, be responsible for maintaining, repairing and replacing, at his expense, (i) the General Common Element area (or dedicated road right-of-way), if any, lying between such Co-owner's Unit and the adjoining road pavement (including lawn, landscaping, trees, sidewalks and driveway aprons but in no event General Common Element utilities (including General Common Element storm sewers) or General Common Element signs), which maintenance includes removal of snow and ice from such sidewalks, and (ii) the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit. Each Co-owner shall also be responsible for snow and ice removal from the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit, the drive approach and the driveway installed on his Unit, the service walk between said driveway and the entrance to the Residence constructed within his Unit, any porch installed on said Residence and any stairs leading to said porch, and all other portions of such Co-owner's Unit. Snow must be removed from sidewalks, walkways and driveways, regardless of whether the Association or a Co-owner is responsible therefor, within six (6) hours following a snowfall with an accumulation in excess of two (2) inches. Each Co-owner shall be responsible for maintaining, repairing and replacing (i) that portion of any utility lead that constitutes a Limited Common Element appurtenant to such Co-owner's Unit; and (ii) the mailbox and mailbox holder appurtenant to such Co-owner's Unit that are not part of CBUs.

ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, no person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium 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 any Common Element.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of thirty-four (34) residential Units, numbered Units 1 through 34. Each Unit is described in this Article VI with reference to the Condominium Subdivision Plan as prepared by Atwell, LLC, a copy of which is attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit shall, except as otherwise provided in the Condominium Documents, be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the Units shall be equal.

ARTICLE VII EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves (on its behalf and on behalf of its successors or assigns), and grants to SE, permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Development Area described herein, whether or not such Future Development Area is hereafter added to the Condominium, and for the benefit of any other property adjacent to the Condominium (or any expansion thereof) which Developer (or Developer's successors or assigns) or SE (or SE's successors or assigns) may now or hereafter own, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Neither Developer nor SE has any financial obligation to support such easements.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads (including sidewalks and the area between roads and sidewalks) in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing herein shall be deemed to impose any obligation upon Developer or the Association to dedicate any or all of the roads within the Condominium to public use.

(c) (1) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective

costs assessable to the Condominium as a whole shall be borne by all Co-owners in accordance with their Percentages of Value.

(2) If a special assessment district for the installation, maintenance, repair and/or replacement of street lighting within the Project has not been established as of the date this Master Deed is recorded, Developer may, without the consent of any other person or entity, cause a special assessment district to be established for the installation, maintenance, repair and/or replacement of street lighting within the Condominium. The collective costs assessable to the Condominium with respect to the installation, maintenance, repair and/or replacement of the street lighting pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(d) Developer reserves the right and power to (i) grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety or construction purposes and (ii) grant easements for utility or drainage purposes over any portions of Units that are subject to a public utility easement as shown on the Condominium Subdivision Plan, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a non-appurtenant Common Element or Unit upon another Unit or upon the air space and subsurface contained in the other Unit as shown on the Condominium Subdivision Plan. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein and the Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and Developer prior to the expiration of the Development and Sales Period), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary or desirable to develop, construct, market and operate the Condominium, to exercise or fulfill their rights or responsibilities of maintenance, repair and

replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to exercise or fulfill any rights or responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Owner shall, except for those Common Elements which the Association is responsible for maintaining, repairing and replacing, be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Residence and all other appurtenances and improvements constructed or otherwise located within his Unit, including any sidewalk located thereon, it is nevertheless a matter of concern that an Owner may fail to properly maintain his Unit or any improvements located therein in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event an Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, including any sidewalk located thereon, the Association (and/or Developer during the Development and Sales Period) shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Residence or any other improvements located within the Unit, or its appurtenances, all at the expense of the Owner of the Unit. Neither Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Article or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance, to be borne by any Owner shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(h) Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved, or have been granted, as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township, the County of Washtenaw or any other applicable governmental entity or utility company and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems and water, sanitary and storm sewer systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The

easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to water, sanitary, storm, electric, gas, and telephone distribution lines, sewers and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(i) Except as otherwise provided in this Master Deed or the Condominium Bylaws, the architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

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

(k) The Project is subject to the Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 4627, Page 74, Washtenaw County Records, as amended by a First Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5155, Page 568, Washtenaw County Records, and as further amended by a Second Amendment to Lakewood Association Declaration of Easements, Covenants, Conditions and Restrictions recorded in Liber 5236, Page 849, Washtenaw County Records (the "Lakewood Association Declaration"). The Lakewood Association Declaration also encumbers a site condominium project known as Lakewood Estates, another site condominium project to be known as Majestic Lakes Estates or such other name as may be given to such Project by Blue Majestic, an attached for lease community known as Nautica Pointe, another site condominium project to be known as The Village at Majestic Lakes II or such other name as may be given to such Project by Blue Majestic, an attached condominium project known as The Ponds at Lakewood Condominium Project, and another site condominium project to be known as The Ponds at Majestic Lakes or such other name as may be given to such Project by Blue Majestic (this Project and the other foregoing projects are referred to herein individually as a "Neighborhood" and collectively as the "Community"). Pursuant to the Lakewood Association Declaration, the owners of units within the Neighborhoods have easements (i) to tie into and utilize utilities and storm drainage facilities located within the Community at the locations identified on the engineering plans which have been approved by the

Township, (ii) to use the Parks located within the Community for open space and recreational use, (iii) to use the Pathway located within and adjacent to the Open Space/Conservation Area depicted in the Declaration (the "Pathway") for pedestrian and non-motorized vehicular use, and (iv) for vehicular and pedestrian access over and across the entranceway to the Community. Lakewood Association, a Michigan non-profit corporation ("Master Association"), was created to maintain and repair the following (the "Shared Maintenance Facilities"): (A) the boulevard entranceway to the Community that is located on Tuttle Hill Road and related entranceway improvements ("Entranceway Improvements"), (B) the Open Space/Conservation Area, (C) the Pathway, including the trees adjacent thereto, (D) the recreational amenities constructed within the Community by Blue Majestic, LLC or any condominium developer for the use of owners of units within Neighborhoods that are condominium projects, which amenities are located within the open space area south of the Open-Space/Conservation Area ("Recreational Facilities"), and (E) storm drainage facilities located within Lakewood Estates, Village at Majestic Lakes, Village at Majestic Lakes II, and Majestic Lakes Estates, including but not limited to all storm sewer lines, manhole covers, storm drainage grates and drainage swails, as identified on the engineering plans approved by the Township except that the Owner of Nautica Pointe is responsible under the Reciprocal Easement (as defined in Section (I) below) for the maintenance, repair and replacement of the shared detention basin identified in the Reciprocal Easement (the "Storm Drainage Facilities"). Each Neighborhood condominium association is required to pay to the Master Association a pro rata share of the costs incurred by the Master Association in performing such maintenance, repair and replacement or capital improvements to the Entranceway Improvements, Open Space/Conservation Area, the Pathway, the Recreational Facilities and Storm Drainage Facilities and maintaining liability insurance, such pro rata share to be based on the number of units within a Neighborhood that have received a certificate of occupancy in relation to the total number of units in the Community that have received certificates of occupancy, except that the Ponds at Lakewood Association and the Ponds at Majestic Lakes Association and the owner of Nautica Pointe shall only be responsible for their pro rata share of such costs incurred with respect to the Open Space/Conservation Area and Pathway. If a voting matter relates to a Shared Maintenance Facility, only the owners of units within those Neighborhoods in the case of voting by members, or the Directors appointed by those Neighborhoods in the case of voting by the Board of Directors of the Lakewood Association, that are obligated to contribute the cost of maintaining, repairing and replacing such Shared Maintenance Facility shall be entitled to vote on such matter. Any special assessment for capital improvements to any Shared Maintenance Facility must be approved by members of those Neighborhoods holding sixty percent (60%) or more of the votes that may be cast with respect to such Shared Maintenance Facility. Each owner of a unit within the Community and the owner of Nautica Pointe shall be a member of the Master Association, with the Owner of Nautica Pointe having one vote for each residential unit located within Nautica Pointe.

(I) Pursuant to a Declaration of Reciprocal Easements recorded in Liber 5155, Page 567, Washtenaw County Records ("Reciprocal Easement"), the Project and Nautica Pointe each have easements over each project (i) for vehicular and pedestrian use of all roads, subject to termination upon dedication of the roads to the public and (ii) to connect to and utilize utilities and storm drainage facilities, including a detention basin shared by the Project and Nautica Pointe, with Nautica Pointe being responsible, at its sole cost, for the maintenance and repair of such retention basin.

(m) The Condominium is subject to an agreement (the "Section 433 Agreement") with the Washtenaw County Water Resources Commissioner (the "Commissioner") pursuant to Section 433 of the Drain Code (MCL § 280.433) establishing the storm water drainage system constructed for the Condominium and the improvements included in that system (including any storm water detention areas) as a county drain. The components of the storm water drainage system to be installed for the Condominium are and/or shall be located within the areas depicted upon the Condominium Subdivision Plan and said areas (the "Drainage District Easement Areas") shall be subject to a perpetual and permanent easement (the "Drain Easement") in favor of the Commissioner, the Drainage District established with the execution of the Section 433 Agreement (the "Lakewood Farms Drain Drainage District") and the successors, assigns and transferees of the Commissioner and the Lakewood Farms Drain Drainage District (the Commissioner and the Lakewood Farms Drain Drainage District being hereinafter referred to in this Section (m) as "Grantee"). The Drain Easement reserved to Grantee in this Section (m) shall be in, over, under and through the Drainage District Easement Areas depicted in **Exhibit B** to this Master Deed and may not be amended or revoked except with the written approval of Grantee. The aforesaid Drain Easement contains the following terms and conditions and grants the following rights:

(1) The Drain Easement shall be for the purpose 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) Grantee shall have the right to sell, assign, transfer or convey the Drain Easement to any other governmental unit.

(3) No Co-owner shall build or convey to others any permission to build any permanent structures on the Drain Easement.

(4) No Co-owner shall build or place on the area covered by the Drain 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 Drain Easement.

(5) Grantee and its agents, contractors and designated representatives shall have the right of entry on the General Common Elements and Units to the extent required to gain access to the Drain District Easement Areas.

(6) All Co-owners shall be deemed to have released Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the exercise by Grantee of its rights under this Drain Easement, and all Co-owners covenant not to sue Grantee for any such damages.

The rights granted to the Commissioner, the Lakewood Farms Drainage District, and their successors and assigns under this Section (m) may not be amended without the express written consent of Grantee, its successors or assigns. Any purported amendment or modification

of the rights granted in this Section (m) shall be void and without legal effect unless agreed to in writing by Grantee, its successors or assigns.

(n) The Condominium is subject to that certain Lakewood Planned Development Agreement entered into between Blue Majestic, LLC and the Township, as amended by a First Amendment to Lakewood Planned Development Agreement (the "PD Agreement"). The PD Agreement also covers other land and includes certain development, construction and use restrictions and requirements which are binding on Developer and all Co-owners in the Condominium. Among other things, the PD Agreement provides that the Open Space located within the property subject to the PD Agreement is to be used for wetland, storm water retention, recreation and open space purposes for the residents of the Community and limits the improvements that may be installed or constructed within the Open Space.

(o) Pursuant to the PD Agreement, if at any time the Association fails to maintain or preserve the detention areas, inlet and outlet areas that constitute General Common Elements in accordance with the terms of the PD Agreement, the Township or Washtenaw County Water Resources Commissioner's Office may serve written notice by certified mail upon the Association setting forth the deficiencies in the Association's maintenance and/or preservation of such detention areas, inlet and outlet areas in accordance with the PD Agreement. The written notice shall include a demand that the deficiencies of maintenance and/or preservation be cured within thirty (30) days of the date of such notice. If the deficiencies set forth in the original notice, or any subsequent notice, are not cured within the thirty (30) day period, the Township, in order to prevent the detention areas, inlet and outlet areas from becoming a nuisance, may enter upon the detention areas, inlet and outlet areas and preform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a ten percent (10%) surcharge for administrative costs, shall be assessed equally against each Unit within the Condominium, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

(p) Pursuant to the PD Agreement, security cameras have been or are required to be installed at the two (2) entranceways on Textile Road and the one entranceway to the Community on Textile Road. Such cameras shall be monitored by the Township's Department of Public Safety. Consistent with the PD Agreement, Developer may, without the consent of any other person or entity, cause a special assessment district to be established with respect to the Condominium for the purpose of defraying a portion of the Township's cost of maintaining and repairing such security cameras. The collective costs assessable to the Condominium with respect to the maintenance and repair of the security cameras pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(q) The Condominium will be subject to a certain PD Stage II Development Agreement to be entered into by the Township, Blue Majestic, Developer and/or SE (the "Condominium PD Agreement"), which Condominium PD Agreement shall encumber only the Condominium. The Condominium PD Agreement will include certain development, construction and use restrictions and requirements which will be binding on the Developer and all Co-owners in the Condominium.

(r) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Article VIII, Section (c) without the consent of any Co-owner or Mortgagee.

ARTICLE VIII
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Amendments may be made and recorded by Developer or by the Association without the approval of any Co-owner or Mortgagee if the amendment does not materially alter or change the rights of a Co-owner or Mortgagee.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and First Mortgagees. A First Mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained herein, First Mortgagees are entitled to vote on amendments to this Master Deed or any Exhibit hereto only under the following circumstances:

- (1) Termination of the Condominium;
- (2) A change in the method or formula used in to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage;
- (3) A reallocation of responsibility for maintenance, repair, replacement or decoration of a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the Mortgagee's mortgage;
- (4) Elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage;
- (5) The modification or elimination of an easement benefiting the Unit subject to the Mortgagee's mortgage;
- (6) The partial or complete modification, imposition or removal of leasing restrictions for Units in the Condominium; or
- (7) Amendments requiring the consent of all affected Mortgagees under Section (d) of this Article VIII.

(c) Notwithstanding Sections (a) or (b) above, but subject to the limitation of Section (d) below, Developer reserves the right to materially amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To eliminate unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in this Master Deed, Plan or Condominium Bylaws;

(3) To clarify or explain the provisions of this Master Deed or its Exhibits;

(4) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(5) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed or the Bylaws;

(7) To make, define or limit easements affecting the Condominium;

(8) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed;

(9) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith; or

(10) To amend the Bylaws pursuant to Article VI, Section 3.(mm) of the Bylaws.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights reserved to any Exempt Entity under the Condominium Documents without the written consent of Developer during the Development and Sales Period, nor can the Association ever make any amendment which terminates, limits or impairs the easements reserved in favor of Developer, or granted to SE, under this Master Deed.

(e) Any amendment to this Master Deed or any of the Exhibits hereto shall become effective upon the recordation of such amendment in the office of the Washtenaw County Register of Deeds.

(f) Notwithstanding anything to the contrary contained in the Condominium Documents, any amendment or modification to this Master Deed or any Exhibit hereto shall require the prior written consent of Developer during the Development and Sales Period.

(g) Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, during the period that Blue Majestic continues to own any Unit within the Condominium, any amendments to the Master Deed, Bylaws or Condominium Subdivision Plan shall require the prior written consent of Blue Majestic except that such consent shall not be required for a non-material amendment that does not affect only any Units owned by Blue Majestic.

ARTICLE IX CONVERTIBLE AREAS

(a) The Common Elements and all Units constitute Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved and eliminated as provided in this Article IX. Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, subject to the requirements of local ordinances and building authorities, to (1) modify the size, location, and configuration of any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to make corresponding changes to the Common Elements, (2) eliminate any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to substitute General and/or Limited Common Elements therefor, (3) relocate, modify, eliminate, expand or reduce General Common Elements and/or Limited Common Elements appurtenant to any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto and, in connection therewith may, but shall not be obligated to, substitute Units, General Common Elements and/or Limited Common Elements therefor, and (4) in addition to those improvements depicted on the Condominium Subdivision Plan, construct and/or install various improvements, including but not limited to signage, roads, drives, landscaping features and walls, walks and entrance area features, a pool, a pool house, club house, tennis courts or other amenities, anywhere within the General Common Elements or any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. The maximum number of Units in the Condominium, as established by the recording of this Master Deed, may not exceed thirty-four (34) Units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any Structure erected within the Convertible Areas will be compatible with Structures located on other portions of the Condominium is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the restrictions contained in this Master Deed and the requirements imposed by state law, local ordinances and building authorities.

(d) Except as otherwise provided in Section (b) of this Article, the consent of any Co-owner shall not be required to convert the Convertible Areas. Except as otherwise provided in Section (b) of this Article, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if Developer deems it to be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to this Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X
CONTRACTION OF CONDOMINIUM

(a) Developer unconditionally reserves the right, in its sole discretion, to contract the Condominium by withdrawing from the Condominium any portion of the land described in Article II (as it may be amended) that is designated in this Master Deed as a General Common Element and the improvements located therein except as otherwise provided below, or a Unit owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and/or any Limited Common Element appurtenant to such Unit, within a period ending no later than six (6) years from the date of recording of this Master Deed. Except as provided in the immediately preceding sentence, the rights reserved in this Section (a) may be exercised without the consent of any Co-owner or Mortgagee, and all Co-owners and all Mortgagees shall be deemed to have consented to such contraction and Developer shall have the power and authority to execute any documents necessary or convenient in connection with such contraction on behalf of all Co-owners and all Mortgagees, including without limitation an amendment to this Master Deed. Notwithstanding the foregoing, neither Unit 1 nor Unit 2 may be withdrawn from the Condominium.

(b) There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article X. Developer may, in its sole discretion, withdraw different portions of the General Common Elements or Units owned by Developer or any other person (provided that such other person consents thereto) at different times and in any order as Developer, in its sole discretion, deems appropriate. Except as provided in this Article, the consent of any Co-owner shall not be required to contract the Condominium, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI
PROPOSED FUTURE DEVELOPMENT AREA

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article XI. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Development Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Development Area") is any portion of the land described in Article II hereof (as it may be amended) that is withdrawn from the Project pursuant to Article X hereof.

(e) The Future Development Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Development Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Development Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, Developer has the right to create larger Units in the Future Development Area and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Development Area is up to an amount that will not cause the total number

of Units in the Project, after giving effect to the expansion of the Project by the addition of the Future Development Area, to exceed thirty-four (34) Units.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any Structure erected on any portion of the Future Development Area added to the Condominium is compatible with Structures on land included in the original Master Deed is solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Development Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Development Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Development Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion.

ARTICLE XII
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Developer reserves the sole right (without the consent of any other Co-owner or any Mortgagee of any Unit except as expressly provided below) to take the following actions:

(1) Subdivide Units. Subdivide or re-subdivide any Units which is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(2) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(3) Relocate Boundaries. Relocate any boundaries between adjoining Units which are owned by Developer and/or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto), separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(4) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to this Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. Except as otherwise provided in subsections (1) – (3) above, all of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably

and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(5) Conformity with Laws and Ordinances. All actions taken under this Article XII must comply with all applicable laws and ordinances.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article XII.

ARTICLE XIII
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project, as it may be expanded. Each Exempt Entity shall pay the cost related to its use as described above and restore the facilities maintained by it as described above to habitable status upon termination for such use.

ARTICLE XIV
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 it to 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.

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IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

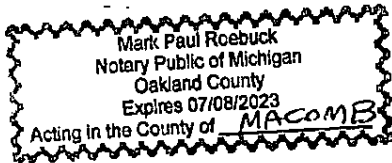
By: _____

Name: ANTHONY LOMBARDO

Its: AUTHORIZED AGENT

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 12TH day of December, 2017, by ANTHONY LOMBARDO, the AUTHORIZED AGENT of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



Mark Paul Roebuck

Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, MI

[Signature Page to Master Deed of The Village at Majestic Lakes]

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

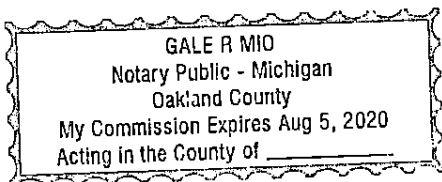
The undersigned, being the owner of the land described in Article II of this Master Deed of The Village at Majestic Lakes, hereby (a) consents to the submission of such land to the Condominium Project, (b) subjects its interest in the land to the Master Deed and all of the terms and conditions of the Master Deed, including but not limited to all easements reserved, granted or created in the Master Deed, and (c) consents to the recordation of this Master Deed in the office of the Washtenaw County Register of Deeds.

BLUE MAJESTIC LLC, a Michigan limited liability company

By: *[Signature]*
Scott R. Jacobson
Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 12th day of December, 2017, by Scott R. Jacobson, the Authorized Representative of Blue Majestic LLC, a Michigan limited liability company, on behalf of the limited liability company



[Signature]
GALE R. MIO Notary Public
Oakland County, Michigan
My commission expires: 8-5-2020
Acting in Oakland County, MI

PREPARED BY AND WHEN RECORDED RETURN TO:

Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435

THE VILLAGE AT MAJESTIC LAKES

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

The Village at Majestic Lakes, a residential Condominium Project located in the Township of Ypsilanti, Washtenaw County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 8 of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project 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 therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium 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. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for major repairs and replacements of those Common Elements which the Association is responsible for repairing and replacing under the Master Deed shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual 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, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. 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 the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars (\$5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors, and not

including any Litigation Special Assessment (as hereinafter defined), which must be approved by at least two-thirds (2/3rds) in number and in value of all Co-owners) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in monthly, quarterly, semi-annual or annual installments in the discretion of the Board of Directors, subject to Section 8 below, commencing with such Co-owner's 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty-Five Dollars (\$25.00) per month shall be imposed on each assessment or installment thereof which is in default for ten (10) or more days. In addition, each assessment or installment thereof in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until such assessment or installment thereof is paid in full. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XIX hereof, levy additional fines for late payment of assessments thereof as the Association deems necessary from time to time. 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) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser who constitutes a Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments or installments thereof levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments or installments thereof in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges, late fees and fines for late payment on such assessments or installments thereof; and third, to assessments or installments thereof in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Liens. Sums assessed to a Co-owner by the Association that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, constitute a lien upon the Unit or Units in the Condominium

Project owned by the Co-owner at the time of the assessment before all other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 6 below, have priority over a first mortgage recorded subsequent to recording of the notice of lien. The lien upon each Unit owned by the Co-owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units.

Section 6. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. An action for money damages and foreclosure may be combined in one action. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and may be empowered to take possession of the Unit if not occupied by the Co-owner and to lease the Unit and to collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX 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, provided, however, that notwithstanding the foregoing, the Association shall be entitled to reasonable interest, expenses, costs and attorney's fees for foreclosure by advertisement or judicial action. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or sell the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of any

such lease, mortgage or sale in accordance with the priorities established by applicable law. The redemption period for foreclosure is six months from the date of sale unless the Unit is abandoned, in which event the redemption period is one month from the date of sale. The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of such Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of redemption, together with interest, advances made by the Association for taxes or other liens to protect the Association's lien, costs and attorney fees incurred in their collection.

(c) Power of Sale. Further, 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 at public sale in accordance with the statutes providing therefor 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 was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(d) Notice of Lien. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(1) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of notice, exclusive of interest, costs, attorney's fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(3) The notice of lien shall be recorded in the office of the Washtenaw County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(e) Expenses of Collection. The expenses incurred 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 Co-owner in default and shall be secured by the lien on his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, if the holder of any first mortgage covering, or other purchaser of,

any Unit in the Condominium Project obtains title to the Unit as a result of foreclosure of the first mortgage, such person, and its heirs, representatives, successors and assigns, are not liable for the assessments chargeable to such Unit which became due prior to the acquisition of title to the Unit by such person.

Section 8. Exempt Entity's Responsibility for Assessments. Neither Developer nor any other Exempt Entity shall be responsible at any time for the payment of Association assessments, except with respect to Units owned by such Exempt Entity which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township 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 an Exempt Entity 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 such Exempt Entity shall not be liable for any assessments levied up to and including the date, if any, upon which such Exempt Entity actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, each Exempt Entity 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 maintenance and snow removal only, but in any event excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by such Exempt Entity. For purposes of the foregoing sentence, an Exempt Entity's proportionate share of such expenses shall be based upon the ratio of all Units owned by such Exempt Entity at the time the expense is incurred (excluding Units that were sold on land contract and as to which such Exempt Entity has not retaken possession ("Land Contract Units")) to the total number of Units in the Project. In no event shall an Exempt Entity be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to non-Land Contract Units that are owned by such Exempt Entity which contain completed and occupied residential dwellings. Any assessments levied by the Association against an Exempt Entity for other purposes, without such Exempt Entity's prior written consent, shall be void and of no effect. In addition, an Exempt Entity shall not be liable for any assessment levied in whole or in part to purchase any Unit from an Exempt Entity or to finance any litigation or claims against an Exempt Entity, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Construction Lien. 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 12. Statement as to Unpaid Assessments. The purchaser or grantee of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, interest, late charges, fines, costs and attorney fees thereon. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser or grantee holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related charges as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser or grantee to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, together with interest, costs, fines, late charges and attorney fees incurred in the collection of such assessments, and the lien securing the same fully enforceable against such purchaser or grantee and the Unit itself, to the extent provided by the Act.

Section 13. Payment of Unpaid Assessments at Time of Sale. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs and attorneys' fees against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and (b) payments due under a first mortgage having priority thereto.

Section 14. Foreclosure of First Mortgage. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure sale required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, within ten days after the first publication of the notice. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the Mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, not less than ten days before commencement of the judicial action. Failure of the Mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between the Mortgagee and mortgagor.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association shall, 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 in the State of Michigan may be rendered upon any award pursuant to such arbitration) and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by Developer with respect to any claim that might be the subject of a civil action against Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against Developer which involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. The election and written consent by parties pursuant to Section 1 above to submit any dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and commercial general liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, Developer and the Co-owners and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of Mortgagee endorsements to the Mortgagees of Co-owners.

(b) Insurance of Common Elements. All Common Elements shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(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 interests may appear; provided, however, whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(e) Insurance Certificates. Certificates of insurance maintained by the Association shall be issued to each Co-owner and Mortgagee upon request.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner appoints 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 General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective Mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owners as shall be necessary or convenient to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Unit (other than Common Elements) and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Unit and the improvements located therein (naming the Association and

Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. The liability insurance described in this Section 3 shall be carried in such minimum amounts as may be specified by Developer (and thereafter by the Association).

Each Co-owner shall, upon receipt of a request from Developer or the Association, promptly deliver certificates of such insurance to Developer or the Association as applicable. If a Co-owner fails to obtain any such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's Residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept within his Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third percent (33-1/3%) of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. Except as otherwise provided in the Master Declaration, if the damaged property is (i) a General Common Element or (ii) other improvement (including landscaping) that the Association is responsible for maintaining under the Master Deed, the damaged property shall be rebuilt or repaired by the Association unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any Mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) and the appurtenant Limited Common Elements to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the affected Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as **Exhibit B** and the original plans and specifications for any damaged improvements located within the Unit or damaged appurtenant Limited Common Elements unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before

the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon (other than General Common Elements) or any Limited Common Elements appurtenant thereto by eminent domain, the award for such taking shall be paid to the Co-owner of the affected Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. Except as otherwise provided in the Master Declaration, if there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their Mortgagees in proportion to their respective interests in the General Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

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

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they 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 Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI ARCHITECTURAL AND BUILDING AND USE RESTRICTIONS

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

Section 1. Architectural Standards. All improvements made in any Unit or outside the boundaries of a Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck), and the use and occupancy thereof, shall comply fully with this Article VI. In addition to all of the other restrictions and requirements of this Article VI, in no event may an Owner, other than an Exempt Entity or any successor to or assignee of any of the rights of Developer under this Master Deed, construct any Structure or other improvements outside the boundaries of a Unit. Developer intends by these restrictions to create and perpetuate a private, residential condominium community.

Section 2. Review Procedures and Submission Requirements.

(a) Developer hereby reserves to itself (and, to the Association, acting through its Architectural Control Committee, as more fully set forth below), the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure or Residence proposed to be erected or maintained within a Unit or the Project, and no Structure or Residence shall be permitted or allowed to be constructed or erected within a Unit or the Project unless the same has received, in writing, the approval of Developer (or the Association, acting through its Architectural Control Committee, as more fully set forth below), pursuant to the terms and conditions of this Article VI. In addition to the approvals required by and the other restrictions contained in this Article VI, all Structures and Residences erected or

maintained within a Unit or the Project shall comply with all of the requirements of the Township imposed as part of its site plan approval(s) for the Project.

(b) If a Structure or Residence to be built within a Unit or the Project is not to be constructed by an Exempt Entity or an affiliate thereof, then before construction of any such improvements are made, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme, and location of all improvements, together with a construction schedule for the completion of such Structure or Residence, shall be submitted to and approved in writing by Developer (or the Architectural Control Committee, as the case may be). Developer's approval in writing of the plans and specifications must be obtained before construction of any Structure or Residence may be commenced. If a Structure or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article VI, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to Developer, and Developer specifically approves or waives the same, in writing.

(c) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by Developer (including but not limited to any alteration, modification or addition to any Residence or Structure previously installed or constructed other than interior alterations to a Residence or other building) shall be permitted within any Unit or elsewhere in the Project unless the Owner thereof obtains Developer's written approval for such variation. Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages or the like). If a variance is required from the Township, or any other governmental agency or department, it will be the Owner's responsibility to seek and obtain such variance.

(d) No agent, employee, consultant, attorney or other representative or adviser of or to Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to Developer hereunder.

(e) Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Article VI, including, without limitation, an assignment of such rights and powers to the Architectural Control Committee described herein or to any mortgagee of Developer.

(f) Notwithstanding anything to the contrary contained in this Section 2, the provisions of subsections (a), (b) and (c) of this Section shall not apply to any Structure, Residence or other improvements constructed or installed within, or made to, a Unit by any Exempt Entity.

Section 3. Building and Use Restrictions. The following rules, regulations, restrictions and requirements shall apply to each and every Unit, and no Structure shall be erected, constructed or maintained on any Unit or elsewhere in the Project which is in contravention of such rules, regulations, restrictions and requirements, except to the extent any non-conformity has been waived by Developer pursuant to Section 6 of this Article VI.

(a) Each Residence must comply with such minimum square footage requirements as are imposed from time to time by the Township pursuant to its ordinances and related regulations. No building of any kind whatsoever shall be erected, re-erected, moved, or maintained on any Unit except one single-family Residence and appurtenant attached structures. Each dwelling shall be designed and erected for occupation as a single-family residence and shall have an attached garage for the sole use of the occupants of the Unit and providing space for not less than two (2) automobiles. Carports are specifically prohibited.

(b) Old and/or preexisting buildings may not be moved onto any Unit and no used materials except reclaimed brick may be used in construction and used materials may be used in the interior of a building.

(c) No Residence, building or other structure shall be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit line than the distances permitted by the ordinances of the Township in effect at the time of installation of such Residence, building or other structure.

(d) Upon the completion of a Residence within any Unit, the Owner thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and suitably landscaped as soon after completion as weather permits, All landscaping in the Project shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod or, if approved by Developer, seeding or hydroseeding, must be completed within ninety (90) days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Notwithstanding the foregoing, if the Unit is finish graded and sodded, then basic landscaping must be completed within ninety (90) days of the later of (i) the completion of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding and (ii) the closing on the Unit, weather permitting, and if weather does not so permit, then as soon thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Use of seed and hydroseed is expressly prohibited unless approved by Developer.

(e) No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain either one (1) domesticated dog or two (2) domesticated cats or one of each in his Condominium Unit. No farm animals, livestock, or wild animals may be kept, bred or harbored at the Condominium, including household pets, for any commercial purpose. Permitted household pets shall be confined to the Unit, unless accompanied by the Owner or a responsible person and appropriately restrained. Any pets kept in the Project shall have such care and

restraint as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Dog runs shall be permitted upon written approval of the Developer during the Development and Sale Period and thereafter by the Association. Dog kennels or runs or other enclosed shelters for permitted animals shall be allowed only when they are an integral part of any approved Residence and maintained in a clean and sanitary condition. Kennels and runs must be located behind the Residence to minimize the view of the kennel or run from any street adjacent to the Unit. The Association may charge all Co-owners maintaining a pet a reasonable additional assessment to be collected in the manner provided in these Bylaws if the Association determines such assessment is necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. Pets causing a nuisance or destruction shall be restrained or removed from the Project. Each Owner shall be responsible for collection and proper disposition of all fecal matter deposited by any pet maintained by such Owner, which collection shall be done immediately in the case of fecal matter deposited in the Common Elements and promptly in the case of fecal matter deposited within the Unit. All pets will be kept in strict accordance with all local laws and ordinances. Any person who causes or permits an animal to be brought or kept in the Project shall indemnify the Association and hold it harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. The Association may require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to pets as it may deem proper.

(f) No unsightly condition shall be maintained upon any balconies, porches, or decks and only furniture and equipment consistent with ordinary yard, balcony, porch, or deck use shall be permitted. All decks erected on a Unit shall be located at the rear of the Unit and shall be constructed of materials, as approved by the Developer during the Development and Sales Period and thereafter by the Association. Outdoor hot tubs and similar structures are limited to ground level in a suitable location as approved by the Developer during the Development and Sale Period and thereafter by the Association.

(g) No fencing of any type is allowed within any Unit, except for a fence which is (i) not more than four feet (4') in height, (ii) a picket-style design and comprised of maintenance free material, (iii) black or brown in color, (iv) approved by Developer in writing, and (v) is in compliance with the Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls, including garage walls, of the Residence. Notwithstanding the foregoing, if the Residence has a garage service door opening to the side yard area of the Unit, the fence can be installed not more than five (5) feet nearer the front Unit boundary than the forward limits of such service door. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than one (1) foot to such sidewalk. An Owner shall also obtain such permits and other approvals as may be required for such fencing by the Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

(h) No above ground or in ground swimming pool may be built, installed or located on any Unit. Notwithstanding the foregoing, a portable kiddie pool, not exceeding one foot in height and eight feet in diameter, may be placed or maintained within a Unit.

(i) No trailer, shack, shed, barn or any temporary buildings or structure of any description shall be placed in any Unit at any time and no temporary occupancy shall be permitted in unfinished buildings. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours.

(j) No house trailers, commercial vehicles, boat trailers, boats, camping, recreational vehicles, or camping trailers, horse trailers, or other utility trailers or vehicles may be parked on or stored on any Unit, unless stored fully enclosed within an attached garage. Commercial vehicles and trucks shall not be parked in the Project except while making normal deliveries or pickups in the normal course of business. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(k) (i) It shall be the sole responsibility of each Owner to take all steps necessary to prevent his Unit and any Residence or Structure located therein (other than any Structure which the Association is responsible for maintaining under the Master Deed) and appurtenant limited Common Elements or General Common Elements which such Co-owner is responsible for maintaining under the Master Deed from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Project. In furtherance thereof, each Owner will keep all shrubs, trees, grass and plantings of every kind within his Unit or that such Owner is otherwise responsible for maintaining under the Master Deed pruned, free of trash and other unsightly material (including excessive or tall weeds).

(ii) No living tree of a height of twenty (20') feet or more or more than eight (8") inches in diameter at three (3') feet above the ground shall be removed without the approval of the Association, except for trees which are less than twenty-five (25') feet from any part of the Unit (including decks and patios) or which are in the location of proposed driveways. The Co-owner shall treat or remove any diseased or blighted tree forthwith. Other than as permitted above, no person shall do any act, the result of which could reasonably be expected to cause damage to or destruction to any tree. In addition to these requirements, the Co-owner shall comply with the ordinances adopted by the Township, as amended from time to time. Notwithstanding anything to the contrary contained herein, the provisions of this subparagraph (ii) shall not apply to any Exempt Entity or any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(l) No noxious or offensive activity, including, but not limited to, unreasonable smells, noise or aesthetics, shall be carried on within any Unit or the Common Elements, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Owners of Units. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements

anything that will increase the insurance rate on the Condominium without the written approval of the Association. Each Co-owner who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes. No laundry, clothes or other items shall be shaken outside or hung or left outside for drying or airing. No above-ground, in-ground or underground exterior fuel tank may be placed within a Unit.

(m) All driveways, aprons and parking areas must be paved with asphalt or concrete, subject to the specifications of the Township for the portions within the road right-of-way. The driveways must be completed within six (6) months of occupancy.

(n) Each of the Developer and the Association shall have the right to enter upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which, in the sole discretion of Developer or the Association, detracts from the overall beauty, setting or safety of the Project; provided that Developer or Association shall provide the Owner of the Unit with reasonable notice of its intended action. The Owner of the Unit shall be obligated to reimburse Developer or the Association, whichever is applicable, for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. Developer and the Association likewise may enter within a Unit to remove any trash or debris which has collected or accumulated within such Unit, at the Owner's expense, and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on Developer or the Association to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services and any charge imposed upon a Owner pursuant to this provision shall become a lien upon the Owner's Unit.

(o) The grade and topography of any Unit in the Project may not be changed after original construction without the written consent of the Township and the Developer during the Development and Sales Period, and thereafter the Association.

(p) All Residences shall be connected to the Township's water and sanitary sewer systems. No well or septic system shall be installed on any Unit or Common Elements.

(q) The use of any rifle, shotgun, handgun, BB gun, firearm, air rifle, pellet gun, crossbow, and archery equipment or other similar dangerous weapons, projectiles, or devices is prohibited in the Project.

(r) No sign or billboard of any kind shall be placed, erected or maintained on any Unit excepting that the provisions of this paragraph shall not apply to such signs as may be for purposes of resale by any Co-owner. Signs for purposes of resale shall be limited to one sign per Unit not exceeding four square feet and shall be subject to review and approval of the Association and, during the Development and Sales Period. The provisions of this paragraph shall not apply to signs installed or erected on any Unit by any Exempt Entity or any builder which Developer may designate during the Development and Sales Period, during such periods

as any Unit shall be "for sale" or used as a model or for display purposes by any such Exempt Entity or other entity. Political signs for a period of three months (90 days) prior to an election may be displayed, one sign per candidate, ground-mounted, on the Unit. No political sign shall be permitted on any of the General Common Elements area. No political sign shall exceed four square feet. Nothing in these Bylaws shall prevent an Owner from displaying a single United States flag of a size not greater than three (3) feet by five (5) feet anywhere on the exterior of the Residence constructed within his Unit.

(s) No Owner shall install or erect any sort of antenna (including dish antennas) upon or over any Common Elements. Owners shall have the right to install within their Units (i) antennas designed to receive television broadcast signals, (ii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, and (iii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally used to receive video programming from multichannel multipoint distribution (wireless cable) providers, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent possible, shielded from view from the road while still permitting reception of an acceptable quality signal. If an acceptable quality signal cannot be obtained from a location at the rear of the Residence, the Owner shall submit to Developer for its approval, which approval may not be unreasonably withheld or delayed, an alternative location or locations for the installation of the antenna that will provide an acceptable quality signal. In no event shall an antenna permitted by this provision be installed in front of a Residence unless the Owner can demonstrate that an acceptable quality signal cannot be obtained from a location at the rear or side of the Residence. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. This provision applicable to antennas is intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than twenty-one (21) inches in diameter. The connecting cable or wires servicing the control device inside a Residence for any such antenna may not be routed along the exterior façade of the Residence; penetration of each cable or wire into a Residence shall be at the point of attachment of the antenna and all such cables and wires shall be routed within the interior of the Residence. Notwithstanding the foregoing, if an antenna is installed on a chimney or roof, the connecting cables or wires servicing the control device inside of the Unit for such antenna shall be routed along the exterior facade of the building in a manner and at locations approved by Developer to a point of penetration approved by Developer. All antennae must be installed in accordance with the National Electric Code, including the requirement that all antennae be grounded, and all other applicable laws.

(t) No Co-owner shall throw or allow to accumulate on his or any other Unit or the Common Elements, trash, refuse, or rubbish of any kind. No Co-owner shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over or

within the Project or the sanitary or storm sewer drains serving the Project. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the roadside for more than twenty-four (24) hours in any one week. If the Township does not provide municipal garbage collection, the Association may contract with one commercial collection service to provide service to all Units and require each Co-owner to utilize the service of that contractor at the Co-owner's expense.

(u) No Unit shall be used for other than single-family residential purposes. No business, trade, profession or commercial activity of any kind, including but not limited to breeding of animals for commercial purposes, shall be conducted within any Residence or otherwise within any Unit and no part of any Unit, Residence or Structure shall be used for any activity which is otherwise precluded by local municipal ordinance; provided, however, this prohibition shall not apply to (i) use of computers for maintaining personal and/or business record keeping, and (ii) participating in personal, business or professional telephone calls or correspondence in the Residence, but is meant to prohibit the stocking and selling of inventory, use of any Residence or Structure for meetings with customers, clients or employees in connection with the promotion of any business or the products or services of the business or as more particularly described in the local municipal ordinances governing such activities.

(v) No exterior lighting shall be installed so as to disturb the occupants of neighboring Units or impair the vision of traffic on any street.

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

(x) The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other obstructions or personal property may be left unattended on or about the Common Elements without the prior written consent of the Board of Directors nor shall any Owner erect, place or maintain any ornament, sculpture, statue or improvement upon the Common Elements. The General Common Elements shall not be used to store supplies, materials, personal property, trash or refuse of any kind, except as designated by the Association.

(y) It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Project. Reasonable rules and regulations consistent with this Master Deed concerning the use of Units and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors), provided that no such rule or regulation or amendment thereto may be made or revoked during the Development and Sales Period without Developer's written

consent. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners and to all other parties who are entitled to use the amenity or area affected by the rules, regulations or amendments thereto. Any such rule, regulation or amendment may, subject to Developer's written consent during the Development and Sales Period, be revoked at any time by the affirmative vote of two-thirds (2/3) of all Members entitled to vote.

(z) Each Owner shall maintain his Unit and the improvements located therein (other than any improvements that the Association is responsible for maintaining under the Master Deed) and any Limited Common Elements appurtenant thereto or General Common Elements for which such Owner has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Each Owner shall indemnify the Association and all other Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

(aa) Developer hereby reserves the following rights:

(i) None of the restrictions contained in this Article VI shall apply to the commercial or construction activities or signs or billboards, if any, of any Exempt Entities during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein or the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, during the Development and Sales Period, each Exempt Entity shall have the right to maintain a sales office, a business office, a construction office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project.

(ii) The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons interested in the Project. If at any time, the Association fails or refuses to carry out its obligations under this Master Deed in a manner consistent with the maintenance of such high standards as interpreted by Developer, then Developer, or any person to whom it may assign this right, at its option, may elect to carry out such obligations and to charge the cost thereof to the Association as an expense of administration. During the Development and Sales Period, Developer shall have the right to enforce this Master Deed, which right of enforcement shall include, without limitation, an action to restrain the Association or any Owner from any activity prohibited by this Master Deed.

(bb) No Residences, improvements or Structures, including but not limited to any decks, may be constructed or maintained over or on any utility easements; provided,

however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Project, and so long as access is granted, without charge or liability for damages, for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

(cc) All sump pumps shall be installed according the building code of the Township and shall be approved by its designated building inspector.

(dd) Any debris resulting from the destruction in whole or in part of any Residence or structure on any Unit shall be removed as soon as possible from such Unit in order to prevent an unsightly or unsafe condition.

(ee) There shall be no exterior fires, except barbecues. No Co-owner shall permit any condition upon a Unit that creates a fire hazard or is in violation of fire prevention regulations

(ff) No Unit may be divided, subdivided, the boundaries thereof relocated or changed, or otherwise split or combined with any other Unit except as provided in Article XII of the Master Deed.

(gg) (i) Except as otherwise provided below, a Co-owner may lease his Unit for the same purposes set forth in subsection (u) of this Article VI; provided that such lease shall be in writing and written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in (ii) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least twelve (12) 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. Developer may lease any number of Units in the Condominium in its discretion.

(ii) The leasing of Units in the Project shall conform to the following provisions:

(A) A Co-owner, including Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. A Co-owner shall also notify the Association when in fact a lease has been entered into.

(B) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(C) If the Association determines that the tenant or non owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(D) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If a tenant, after being so notified by the Association, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subparagraph (ii)(C)(3) above.

(E) Pursuant to the PD Agreement and notwithstanding the foregoing, the Condominium Project is subject to the following:

(1) A Unit (which for purposes of this item (E) includes the Residence and other improvements located within the Unit) shall not be purchased for the purpose of leasing the Unit to other persons. A Unit that contains a Residence shall only be sold to persons who intend to occupy such Residence as their personal residence.

(2) If a Co-owner whose Unit qualifies as the Co-owner's principal residence under the Michigan General Property Tax Act, Act 206 of 1893, as amended, vacates his or her Unit, such Co-owner shall be permitted to lease his or her Unit to other persons during the period such Co-owner continues to hold title to the Unit. If such Co-owner thereafter conveys or otherwise transfers title to the Unit, any lease in effect shall automatically terminate and, subject to clause (iii) below, the tenant(s) shall be required to immediately vacate the Unit, unless such tenant(s) is the purchaser of the Unit.

(3) A Co-owner who is permitted to lease his or her Unit pursuant to clause (ii) above may lease the Unit for a period not to exceed three (3) years, regardless of whether the Co-owner continues to own the Unit beyond such three (3) year period. However, upon the request of the Co-owner to the Association Board of Directors, the Board of Directors may, upon a showing of good cause, grant a "one time only" extension which extension may be for any number of months with a maximum of 24 months and shall not, under any circumstances, exceed two (2) additional years to lease the Unit.

(4) For purposes of the foregoing restrictions in this item (5), the grant of a mortgage of a Unit by the Co-owner of such Unit shall not constitute a transfer of the Co-owner's title to the Unit. Notwithstanding anything to the contrary contained herein, a mortgagee that obtains possession of a Unit by foreclosure, receivership or deed in lieu of foreclosure shall be permitted to lease the Unit to other persons during the period such mortgagee (or any affiliated entity formed by the mortgagee to hold title to the mortgagee's foreclosed properties) holds title to the Unit.

(5) The rental rates for Units permitted to be leased under this item (E) shall be consistent with the overall rental market of similarly sized rental properties within the Township, and to the extent permitted by federal, state and local law, including laws adopted and enforced by the Township, the rental of Units shall not be at subsidized rates or pursuant to programs offered by any governmental agency for subsidized housing.

(6) Except as provided in this item (E), the leasing of Units within the Condominium Project shall not be permitted, unless a written waiver is obtained from the Board of Directors of the Association.

(7) The leasing of Units shall otherwise be subject to all applicable ordinances of the Township pertaining to the leasing of single-family residential properties, including ordinances pertaining to licensing and inspections.

(8) All leases or rental agreements that are permitted under this item (5) shall incorporate the foregoing provisions.

The Township shall have the authority to enforce the restrictions set forth in this sub-subparagraph (E) and no amendment to this sub-subparagraph (E) may be made without the prior written consent of the Township.

(hh) Co-owners shall take precaution not to cause or permit the release, disposal, dumping, or discharge of any substance into or onto any open space or pond areas. In addition, the following activities shall be prohibited in all open space and pond areas:

- (i) Dumping or storing of any material or refuse;
- (ii) Activity that may cause risk of soil erosion or threaten any living plant material;
- (iii) Cutting or removal of live plant material except for removal of dying or diseased vegetation;
- (vi) Use of motorized off road or water vehicles; and
- (v) Use of pesticides, herbicides or fertilizers within the open space.

(ii) Pursuant to the Declaration, no dock, boathouse, shed, or any other structure shall be constructed, installed or otherwise permitted on any Unit or adjacent Common Element that borders the water. The use of any watercraft containing an internal or external combustion engine, 'jet'-type motor, gasoline, air, fan, blower, or jet propulsion device, or any type of high performance water vehicle, including but not limited to jet skis, jet boats, or waverunners, shall not be permitted. Watercraft powered by a single, small electric motor shall not be excluded under this provision.

(hh) Developer reserves the right to, prior to the expiration of the Development and Sales Period and without the consent of any Co-owner, Mortgagee or any other person interested or to become interested in the Project, create additional restrictions and/or to revise or eliminate restrictions in connection with the development of the Condominium Project by amending this Article VI and recording such amendment with the Washtenaw County Register of Deeds.

Section 4. Requirements, Restrictions and Regulations Relative to Construction Activities.

(a) Developer reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Project (whether or not in connection with the construction, repair or maintenance of a Residence or other Structure) as Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. Unless waived by Developer, in writing, the following rules, regulations, restrictions and requirements shall apply to any construction or site improvement activities within the Project, including landscaping, that may be carried out by any person, including any Owner or any contractor of an Owner (but excluding the Exempt Entities), throughout the duration of the Development and Sales Period; provided that the Association shall have the right to enforce similar rules after the Development and Sales Period:

(i) Once commenced, all construction activity shall be carried out with all reasonable diligence, and the exterior of all Residences or other Structures must be

completed as soon as practical after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(ii) Construction activities shall be carried on only during those hours not prohibited by Township ordinances.

Section 5. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and approving plans, drawings, specifications, submissions and other matters to be approved or waived by Developer under this Article VI, Developer intends to ensure that the Structures, Residences and other features embodied or reflected therein meet the requirements set forth in this Article VI; provided, however, Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 6 of this Article VI. In addition to ensuring that all Structures, Residences and other features comply with the requirements and restrictions of Section 3 of this Article VI, Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as Developer (or the Architectural Control Committee after control thereof has been transferred by Developer), deems appropriate, in its sole discretion. Developer or the Architectural Control Committee, as the case may be, shall be deemed to have the broadest discretion in determining what Residences, fences, walls, hedges or other Structures are appropriate. In no event shall either Developer (or the agents, offices, employees or consultants thereof), or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including, without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the Residences, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on or otherwise judicially contest Developer or other persons for any decision (or alleged failure to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Developer reserves the right to approve or waive under this Article VI. Developer's approval (or the Architectural Control Committee's approval, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure, Residence or other matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known) is hereby disclaimed.

Section 6. Developer's Right to Waive or Amend Restrictions and Regulations. Notwithstanding anything herein to the contrary, Developer reserves to itself, in its capacity as Developer (and to its successors and assigns to whom this right is assigned in writing, and the Architectural Control Committee, as the case may be), the right, in Developer's sole discretion, to approve any Structure, Residence or activity otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Article VI or elsewhere in the Condominium Documents. In no event, however, shall Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all

of the rules, regulations, restrictions and requirements set forth herein, unless Developer indicates its intent and agreement to do so in writing, and, in the case of an approval of nonconforming Structures, the requirements of Section 2, paragraph (b) of this Article VI are met.

Section 7. Architectural Control Committee. Upon the later of: (i) the expiration of the Development and Sales Period; and (ii) the date when certificates of occupancy have been issued for Residences on one hundred percent (100%) of the Units in the Project (the "Transfer Date"), or at such earlier time as Developer, in its sole discretion may elect, Developer will assign, transfer and delegate to an Architectural Control Committee all of Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any unit or any other matter which Developer may approve or waive as provided in this Article VI. The assignment will automatically occur on the Transfer Date, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Board of Directors.

ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the Condominium Documents which are granted to First Mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a Mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of Mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely

written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the General Common Elements or Limited Common Element appurtenant to a Unit in which they have an interest, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than Developer or SE, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than Developer or any other Exempt Entity, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. Developer and any other Exempt Entity that owns one or more Units shall be the only persons entitled to vote at a meeting of the Association until the First Annual Meeting of members and Developer shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, Developer shall be entitled to one vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. If a properly scheduled meeting fails to meet the quorum requirements, the meeting can be rescheduled and the quorum for the rescheduled meeting shall be seventeen and one half percent (17.5%) of the Co-owners qualified to vote. The written vote of any person furnished at or prior to any duly called meeting at which

meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. Except as otherwise provided in these Bylaws or the Master Deed, a majority of the votes cast by those qualified to vote in present in person or by proxy at a given meeting of the members of the Association constitutes the action of the members.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the total number of Units that may be created in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association in each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action by Ballot. Any action which may be taken at a meeting of the members may be taken without a meeting by ballot of the members. Ballots shall be provided to each member in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such ballots shall (a) set forth each proposed action; (b) provide an opportunity for the members to approve or disapprove of each action; (c) specify the total number of members voting or votes cast needed to approve the action; and (d) specify the time by which a ballot must be received by the Association in order to be counted as a vote of the member. The time specified for returning ballots must not be less than twenty (20) days or more than ninety (90) days after the date the Association provides the ballot to the members. Except as otherwise provided in these Bylaws or the Master Deed, an action shall be considered approved by written ballot if (i) the total number of member votes cast in ballots received by the Association within the time specified in the ballot equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) the number of approvals equals or exceeds the number of votes which would be required to approve the action at a meeting at which the total number of votes cast by members was the same as the total number of votes cast by ballot.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum of Co-owners is present either in person or by proxy; and if, either before or after the meeting, each of the Co-owners not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

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

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members, all of whom must be Co-owners of the Association or officers, partners, trustees, employees or agents of Co-owners of the Association, except for any Directors appointed by Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

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

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-Developer Co-owners. When the required number of conveyances has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to Developer of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve for a term that expires on the earlier of one (1) year after the date of election of such Director and the date of the First Annual Meeting of members, unless such Director is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. The non-Developer Co-owners shall, thereafter until such time as the First Annual Meeting is held and Directors are elected pursuant to subsection (c) below, hold meetings on an annual basis to elect and certify the Director that the non-Developer Co-owners are entitled to elect pursuant to this subsection (b), who shall hold office for a term that expires on the earlier of one (1) year after the date of election of such Director and the First Annual Meeting of members.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) in number of the Units that may be created, the non-Developer Co-owners shall elect all Directors on the Board, except that Developer shall have the right to designate at least one (1) Director as long as Developer owns and offers for sale at least ten percent (10%) of the Units in the Project or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to less than seventy-five percent (75%) of the Units that may be created has 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 that the non-Developer Co-owners own, and 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 Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). 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), 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 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 Developer to designate one (1) Director as provided in subsection (i).

(iv) The term of office of each Director elected at or after the First Annual Meeting shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. When Developer no longer has the right to designate any Director (e.g., Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project and less than ten percent (10%) of the Units remain that may be created), Developer designated Director shall cease to serve and the remaining Directors shall appoint a non-Developer Co-owner to fill the position of the former Developer designated Director until the next annual meeting, at which time such Director seat shall be filled by election of the non-Developer Co-owners for a two (2) year term.

(v) Once the non-Developer Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

(d) Conveyance to a Residential Builder. For purposes of calculating the timing of events described in this Section 2, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-Developer Co-owner until such time as the residential builder conveys that Unit with a completed Residence on it or until it contains a completed Residence which is occupied.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty, subject to all of the other applicable provisions of the Condominium Documents;

(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 affirmative vote of seventy five percent (75%) of all of the Co-owners in number and in value;

(h) To make rules and regulations in accordance with Article VI, Section 3, paragraph (cc) of these Bylaws;

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. During the Development and Sales Period, the Board of Directors shall employ a professional management agent for the management of the Project unless the Developer otherwise agrees in writing to permit the Board to "self-manage" the Project.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of

the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this section for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one (1) person.

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 or her by the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he

or she 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.

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCES

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts affecting the Condominium Project and its administration, and which shall specify operating expenses of the Condominium Project, including but not limited to 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 normal business hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The financial statement for the Association's fiscal year shall be prepared within 90 days following the end of such fiscal year. Except as provided below, if the Association has annual revenues of greater than Twenty Thousand and 00/100 Dollars (\$20,000.00), then for each such year the books, records and financial statements of the Association shall be independently audited or

reviewed by a certified public accountant. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements of the two immediately preceding sentences on an annual basis by an affirmative vote of a majority of the members of the Association. Any First Mortgagee and any other agency or corporation which has an interest or prospective interest in the Condominium shall be entitled to receive a copy of any such audited or reviewed financial statement within a reasonable time after the Association is provided with a written request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association shall make available for inspection upon request, during normal business hours, to Co-owners and First Mortgagees, current copies of the Condominium Documents and the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws. The Association shall make available for inspection upon request, during normal business hours, to prospective purchasers of Units current copies of the Condominium Documents, the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws, and the most recently audited financial statement of the Association.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where a Director or officer is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such

settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, Laws and the rules and regulations of the Association, if any, promulgated pursuant to Section 3(cc) of Article VI of these Bylaws, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium 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 XVII DEFINITIONS

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

ARTICLE XVIII REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by 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.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in

violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XIX below.

Section 5. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

- (a) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the

representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(c) Default. Failure to respond to the notice of violation constitutes a default.

(d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).

(c) Third Violation. A fine of One Hundred Dollars (\$100.00).

(d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Washtenaw County Records and the new schedule shall be effective upon recording.

Section 4. Collection. Fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XIX of these Bylaws.

ARTICLE XX JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As

provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall, except as otherwise provided in this Article XX, require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the Litigation Evaluation Meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

- (i) it is in the best interests of the Association to file a lawsuit;
 - (ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - (iii) litigation is the only prudent, feasible and reasonable alternative;
- and
- (iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the Litigation Attorney has practiced law; and (ii) the experience of the Litigation Attorney in representing condominium and homeowners associations.

(c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall including the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The Litigation Attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the Litigation Evaluation Meeting.

Section 5. Co-owner Vote Required. At the Litigation Evaluation Meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of at least two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or any subsequent duly called and noticed meeting) by at least two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board of Directors is not retained, the Litigation Special Assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The Litigation Special Assessment shall be apportioned to the Co-owners in accordance with Article VI of the Master Deed and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").
- (b) All actions taken in the civil action during the Reporting Period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the Reporting Period.
- (c) A detailed description of all discussions with opposing counsel during the Reporting Period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately

prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("Litigation Expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The Litigation Expenses for each civil action filed by the Association shall be listed as a separate line item captioned "Litigation Expenses" in the Association's annual budget.

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or granted to Developer or its successors shall terminate, if not sooner assigned to the Association, upon the expiration of the Development and Sales Period unless otherwise provided in these Bylaws or Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to 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 of any rights of Developer under Articles VII, VIII(c), IX, X, XI, or XII of the Master Deed or any amendments to the Master Deed made pursuant to any such Sections, or any real property rights granted or reserved to Developer or SE or their respective successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other interests or easements created, excepted or reserved in such documents) which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation, exception or reservation and not hereby.

ARTICLE XXII REMOTE COMMUNICATION AND ELECTRONIC TRANSMISSION

Section 1. Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 2. Notices by Electronic Transmission. In addition to the methods of providing notice of meetings set forth in Article IX, Section 5 and Article XI, Sections 9 and 10 of these Bylaws, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

Section 3. Use of Electronic Transmission. As used in these Bylaws, “written” or “writing” will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 4. Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE XXIII SEVERABILITY

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

WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 663

EXHIBIT "B" TO THE
MASTER DEED OF

THE VILLAGE AT
MAJESTIC LAKES

A SITE CONDOMINIUM IN
YPSILANTI TOWNSHIP
WASHTENAW COUNTY,
MICHIGAN

DEVELOPER

DIVERSE REAL ESTATE, LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MI 48315

ENGINEER AND SURVEYOR

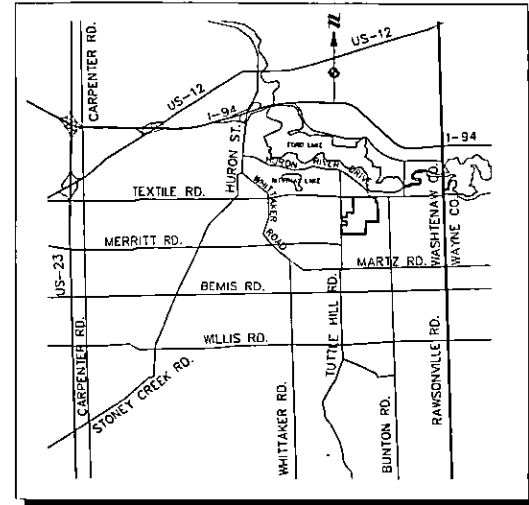
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
PHONE (248) 447-2000
FAX (248) 447-2001

ATTENTION: WASHTENAW COUNTY REGISTER OF DEEDS

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

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION - THE VILLAGE AT MAJESTIC LAKES

DESCRIPTION OF A 11.66 ACRE PARCEL OF LAND LOCATED IN SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.66 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 96.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S26°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

| SHEET INDEX | |
|-------------|------------------------|
| SHEET NO. | DESCRIPTION |
| 1 | TITLE AND DESCRIPTIONS |
| 2 | SURVEY COMPOSITE PLAN |
| 3 | SURVEY PLAN |
| 4 | SITE PLAN |
| 5 | EASEMENT PLAN |
| 6 | UTILITY PLAN & TABLES |



PROPOSED DATED - SEPTEMBER 6, 2017

Lisa M. Drouillard
LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076

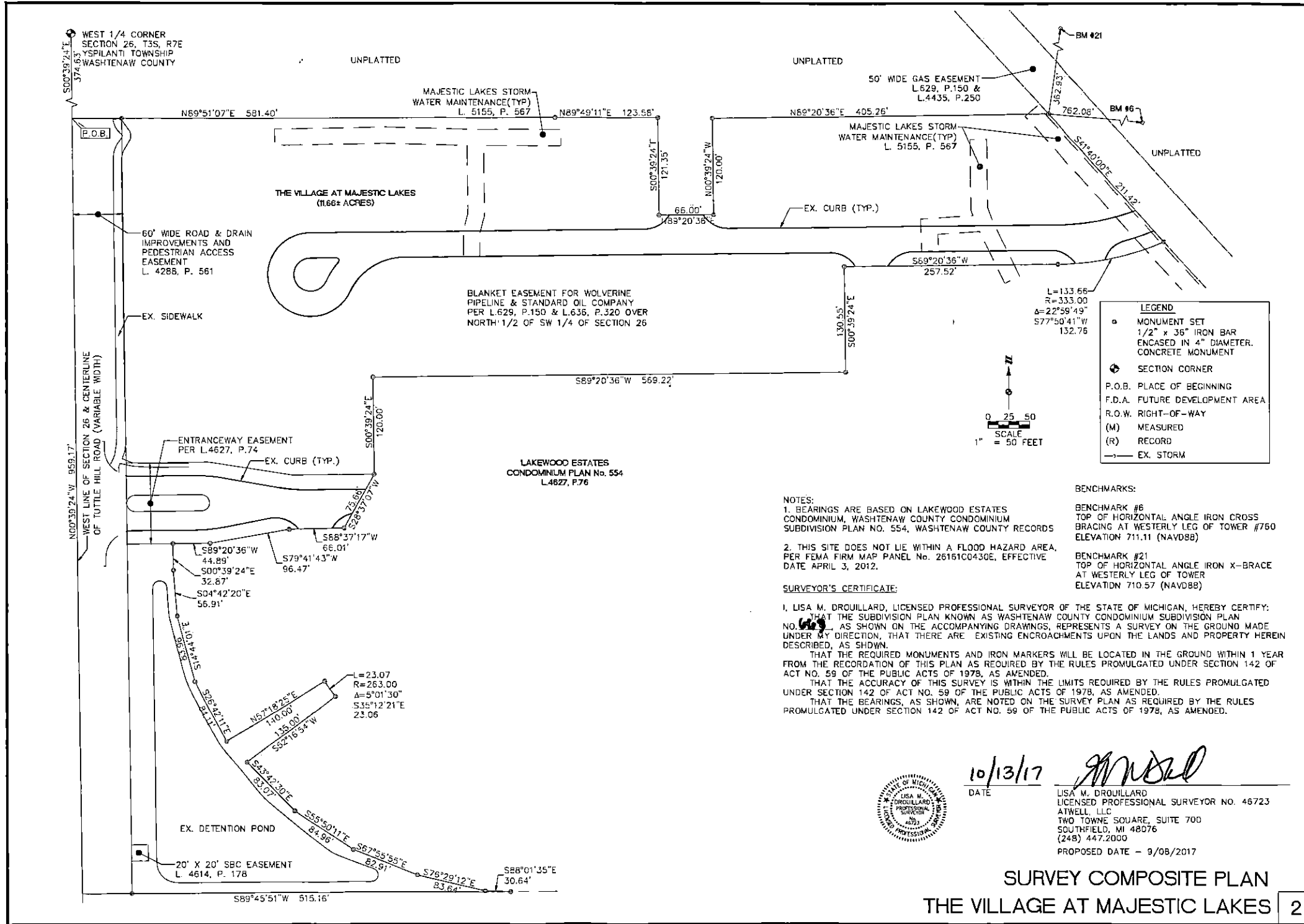
TITLE AND DESCRIPTIONS
THE VILLAGE AT MAJESTIC LAKES 1

811
Know what's below.
Call before you dig.
The location of existing underground utilities and other subsurface features are shown on this map. It is the responsibility of the user to verify the accuracy of the information shown on this map. The user is advised to call 811 before any excavation or drilling is performed. For more information, visit www.811.com.

ATWELL
REGISTERED PROFESSIONAL SURVEYOR
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076

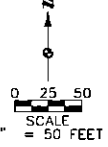
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|-----------------------|-------------------------------|------------|------------------------------|
| CLIENT | DIVERSE REAL ESTATE, LLC | SECTION 26 | TOWN 03 SOUTH, RANGE 07 EAST |
| PROJECT | THE VILLAGE AT MAJESTIC LAKES | TOWNSHIP | YPSILANTI TOWNSHIP |
| DATE | 7/15/2017 | COUNTY | WASHTENAW COUNTY, MICHIGAN |
| TITLE AND DESCRIPTION | TITLE AND DESCRIPTION | | |
| DR. | JWM | CR. | LMD |
| BY | L. DROUILLARD | | |
| JOB NO. | 14000914 | | |
| SHEET NO. | 1 | | |

CAD FILE: 14000914-01-811.DWG



LEGEND

- MONUMENT SET
- ◐ 1/2" x 36" IRON BAR ENCASED IN 4" DIAMETER CONCRETE MONUMENT
- ⊕ SECTION CORNER
- P.O.B. PLADE OF BEGINNING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- (M) MEASURED
- (R) RECORD
- EX. STORM



NOTES:

- BEARINGS ARE BASED ON LAKEWOOD ESTATES CONDOMINIUM, WASHTEENAW COUNTY CONDOMINIUM SUBDIVISION PLAN No. 554, WASHTEENAW COUNTY RECORDS
- THIS SITE DOES NOT LIE WITHIN A FLOOD HAZARD AREA, PER FEMA FIRM MAP PANEL No. 26161C0430E, EFFECTIVE DATE APRIL 3, 2012.

BENCHMARKS:

BENCHMARK #6
TOP OF HORIZONTAL ANGLE IRON CROSS BRACING AT WESTERLY LEG OF TOWER #760 ELEVATION 711.11 (NAVD88)

BENCHMARK #21
TOP OF HORIZONTAL ANGLE IRON X-BRACE AT WESTERLY LEG OF TOWER ELEVATION 710.57 (NAVD88)

SURVEYOR'S CERTIFICATE:

I, LISA M. DROUILLARD, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS WASHTEENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.



10/13/17 *[Signature]*
DATE

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000
PROPOSED DATE - 9/08/2017

SURVEY COMPOSITE PLAN
THE VILLAGE AT MAJESTIC LAKES

811
Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UTILITIES SHOULD BE DETERMINED PRIOR TO ANY AND ALL WORK TO BE PERFORMED ON OR NEAR ANY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE UTILITIES. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES AND LOSSES INCURRED BY THE CONTRACTOR AS A RESULT OF ANY AND ALL WORK PERFORMED ON OR NEAR ANY UTILITIES.

NOTICE: CONTRACTOR'S LIABILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UNDER THE GENERAL LAW. THE ENGINEER SHALL BE CONSIDERED TO HAVE NO LIABILITY FOR THE WORK OF PERSONS EMPLOYED BY THE CONTRACTOR AND ANY STRUCTURES OR OF ANY OTHER PERSONS.

COPYRIGHT © 2012 ATWELL, LLC. ALL RIGHTS RESERVED. THIS DRAWING IS THE PROPERTY OF ATWELL, LLC.

ATWELL
SURVEYING & ENGINEERING
10000 W. 22ND STREET
SOUTHFIELD, MI 48076
TEL: (248) 447-2000

| | | | |
|-------------------------------|---------|-----------------------------|------|
| SECTION 26 | TOWN 03 | RANGE 07 | EAST |
| THE VILLAGE AT MAJESTIC LAKES | | YPSILANTI TOWNSHIP | |
| DIVERSE REAL ESTATE, LLC | | WASHTEENAW COUNTY, MICHIGAN | |
| SURVEY COMPOSITE PLAN | | | |

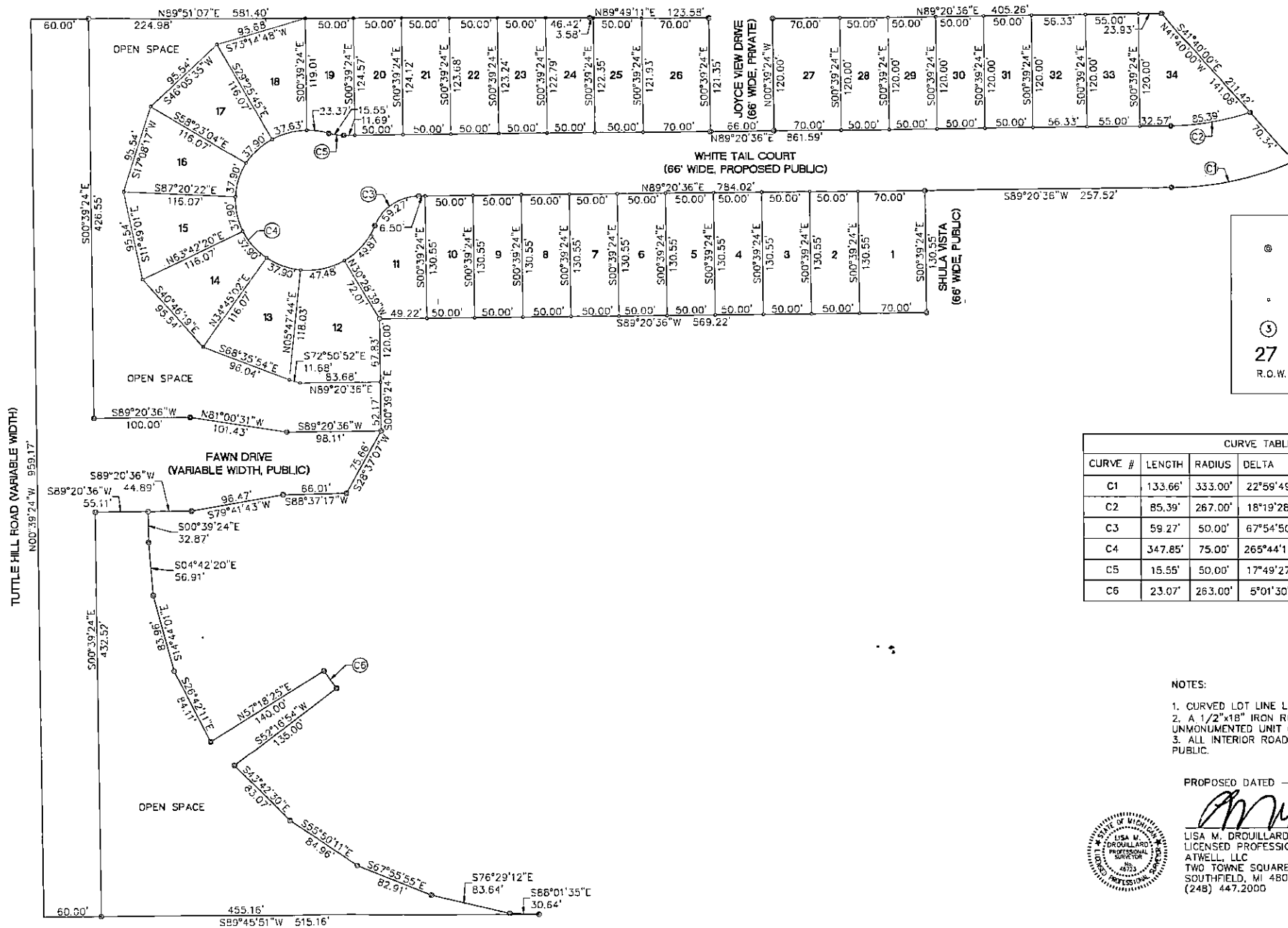
DATE: 7/15/2017

BY: *[Signature]*

FOR: *[Signature]*

| | |
|-------------------|---------|
| DR. JMM | CH. LMD |
| P.M. L.DROUILLARD | |
| BOOK | |
| JOB 14000914 | |
| SHEET NO. | 2 |

CAD FILE: 14000914-C0-01.DWG



LEGEND

- ⊙ MONUMENT SET
1/2" x 36" IRON BAR
ENCASD IN 4" DIAMETER,
CONCRETE MONUMENT
- SET 1/2" x 18"
IRON ROD
- Ⓢ CURVE NUMBER
- 27 UNIT NUMBER
- R.O.W. RIGHT-OF-WAY

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 133.66' | 333.00' | 22°59'49" | S77°50'41"W | 132.76' |
| C2 | 85.39' | 267.00' | 18°19'28" | N80°10'52"E | 85.03' |
| C3 | 59.27' | 50.00' | 67°54'50" | N55°23'11"E | 55.86' |
| C4 | 347.85' | 75.00' | 265°44'17" | S25°42'05"E | 109.94' |
| C5 | 15.55' | 50.00' | 17°49'27" | N81°44'40"W | 15.49' |
| C6 | 23.07' | 263.00' | 5°01'30" | S35°12'21"E | 23.06' |

NOTES:

- CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
- A 1/2"x18" IRON ROD IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
- ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.

PROPOSED DATED - SEPTEMBER 8, 2017

Lisa M. Drouillard

LISA M. DROUILLARD
LICENSED PROFESSIONAL SURVEYOR NO. 46723
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000



SURVEY PLAN
THE VILLAGE AT MAJESTIC LAKES

811
Know what's below.
Call before you dig.

THE USER OF THIS SURVEY PLAN IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. ATWELL, LLC AND ITS EMPLOYEES SHALL NOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE COURSE OF ANY CONSTRUCTION PROJECT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

ATWELL
SURVEYING & ENGINEERING
100 TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447.2000

| | | | |
|-------------|------------------------------|--------------------|----------------------------|
| SECTION 26 | TOWN 03 SOUTH, RANGE 07 EAST | YPSILANTI TOWNSHIP | WASHTENAW COUNTY, MICHIGAN |
| SURVEY PLAN | | | |

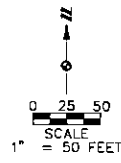
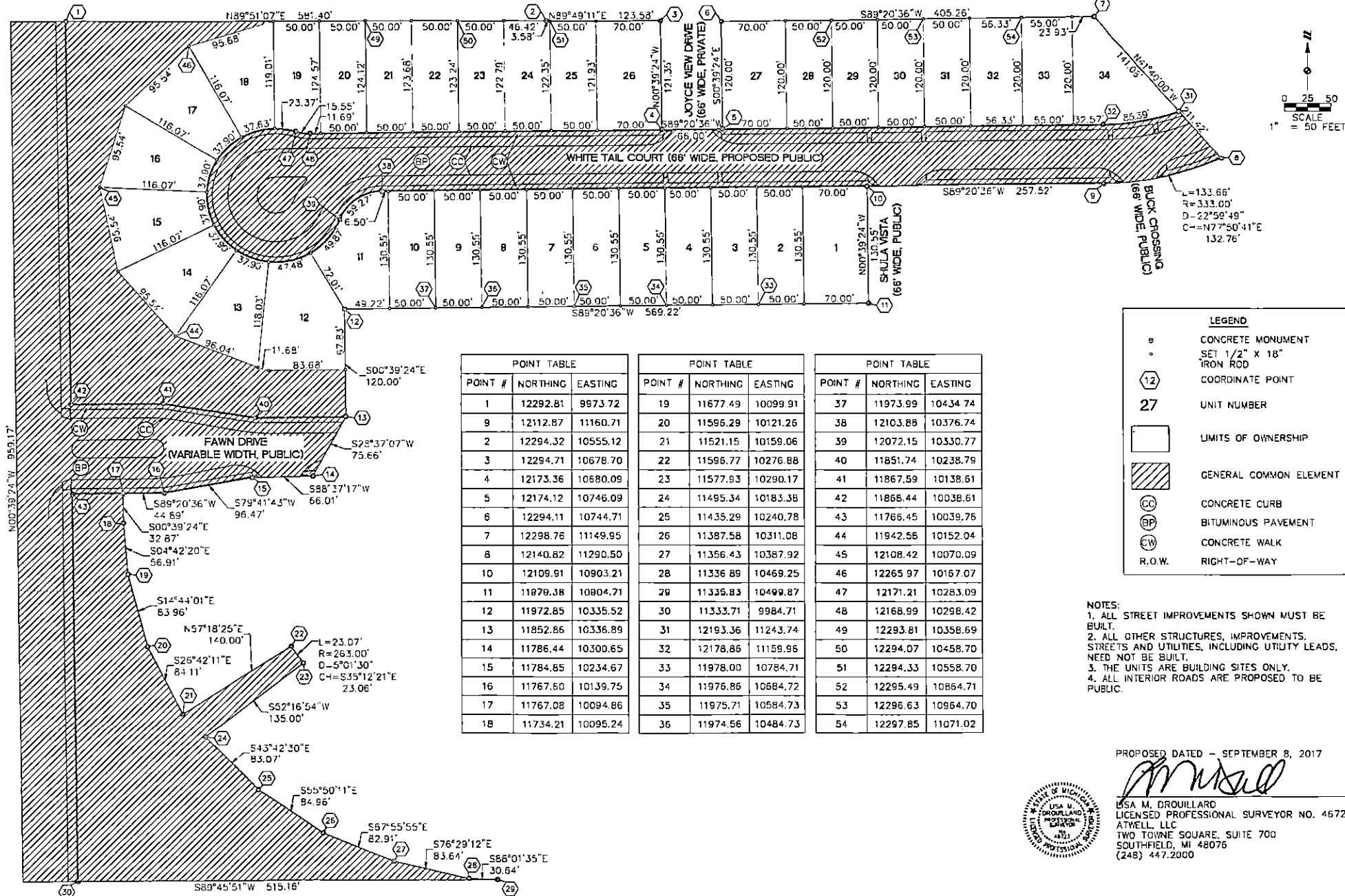
CLIENT: DIVERSE REAL ESTATE, LLC
THE VILLAGE AT MAJESTIC LAKES

DATE: 7/16/2017

DRAWN BY: L. DROUILLARD

REVISIONS:

| | |
|-------------------|---------|
| DR. JAY | EN. LMD |
| BY: L. DROUILLARD | |
| JOB: 14000914 | |
| SHEET NO. 3 | |



| POINT TABLE | | | POINT TABLE | | | POINT TABLE | | |
|-------------|----------|----------|-------------|----------|----------|-------------|----------|----------|
| POINT # | NORTHING | EASTING | POINT # | NORTHING | EASTING | POINT # | NORTHING | EASTING |
| 1 | 12292.81 | 9973.72 | 19 | 11677.49 | 10099.91 | 37 | 11973.99 | 10434.74 |
| 9 | 12112.87 | 11160.71 | 20 | 11566.29 | 10121.26 | 38 | 12103.85 | 10376.74 |
| 2 | 12294.32 | 10555.12 | 21 | 11521.15 | 10159.06 | 39 | 12072.15 | 10330.77 |
| 3 | 12294.71 | 10678.70 | 22 | 11596.77 | 10276.88 | 40 | 11851.74 | 10238.79 |
| 4 | 12173.36 | 10680.09 | 23 | 11577.93 | 10290.17 | 41 | 11867.59 | 10138.61 |
| 5 | 12174.12 | 10746.09 | 24 | 11495.34 | 10183.38 | 42 | 11866.44 | 10038.61 |
| 6 | 12294.11 | 10744.71 | 25 | 11435.29 | 10240.78 | 43 | 11766.45 | 10039.76 |
| 7 | 12298.76 | 11149.95 | 26 | 11387.58 | 10311.08 | 44 | 11942.56 | 10152.04 |
| 8 | 12140.62 | 11290.50 | 27 | 11356.43 | 10367.92 | 45 | 12108.42 | 10070.09 |
| 10 | 12109.91 | 10903.21 | 28 | 11336.89 | 10469.25 | 46 | 12265.97 | 10167.07 |
| 11 | 11979.38 | 10904.71 | 29 | 11336.83 | 10499.87 | 47 | 12171.21 | 10283.09 |
| 12 | 11972.85 | 10335.52 | 30 | 11333.71 | 9984.71 | 48 | 12168.99 | 10298.42 |
| 13 | 11852.86 | 10336.89 | 31 | 12193.36 | 11243.74 | 49 | 12293.81 | 10358.69 |
| 14 | 11786.44 | 10300.65 | 32 | 12178.86 | 11159.96 | 50 | 12294.07 | 10458.70 |
| 15 | 11784.65 | 10234.67 | 33 | 11978.00 | 10784.71 | 51 | 12294.33 | 10558.70 |
| 16 | 11767.60 | 10139.75 | 34 | 11976.86 | 10684.72 | 52 | 12295.49 | 10664.71 |
| 17 | 11767.08 | 10094.86 | 35 | 11975.71 | 10584.73 | 53 | 12296.63 | 10664.71 |
| 18 | 11734.21 | 10095.24 | 36 | 11974.56 | 10484.73 | 54 | 12297.85 | 11071.02 |

LEGEND

- CONCRETE MONUMENT
- SET 1/2" X 18" IRON ROD
- ⊙ COORDINATE POINT
- 27 UNIT NUMBER
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ⊙ CONCRETE CURB
- ⊙ BITUMINOUS PAVEMENT
- ⊙ CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

NOTES:
 1. ALL STREET IMPROVEMENTS SHOWN MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILDING SITES ONLY.
 4. ALL INTERIOR ROADS ARE PROPOSED TO BE PUBLIC.



PROPOSED DATED - SEPTEMBER 8, 2017

 USA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000

SITE PLAN
THE VILLAGE AT MAJESTIC LAKES

811
 Know what's below.
 Call before you dig.
 The location of existing underground utilities should be determined before any excavation or drilling is done. Call 811 to request a utility locate. It is the responsibility of the excavator to ensure that all utilities are properly located and marked. If you are unsure of the location of any utility, call 811. If you are excavating in a public right-of-way, you must also obtain a permit from the appropriate authority. For more information, visit www.811.com.

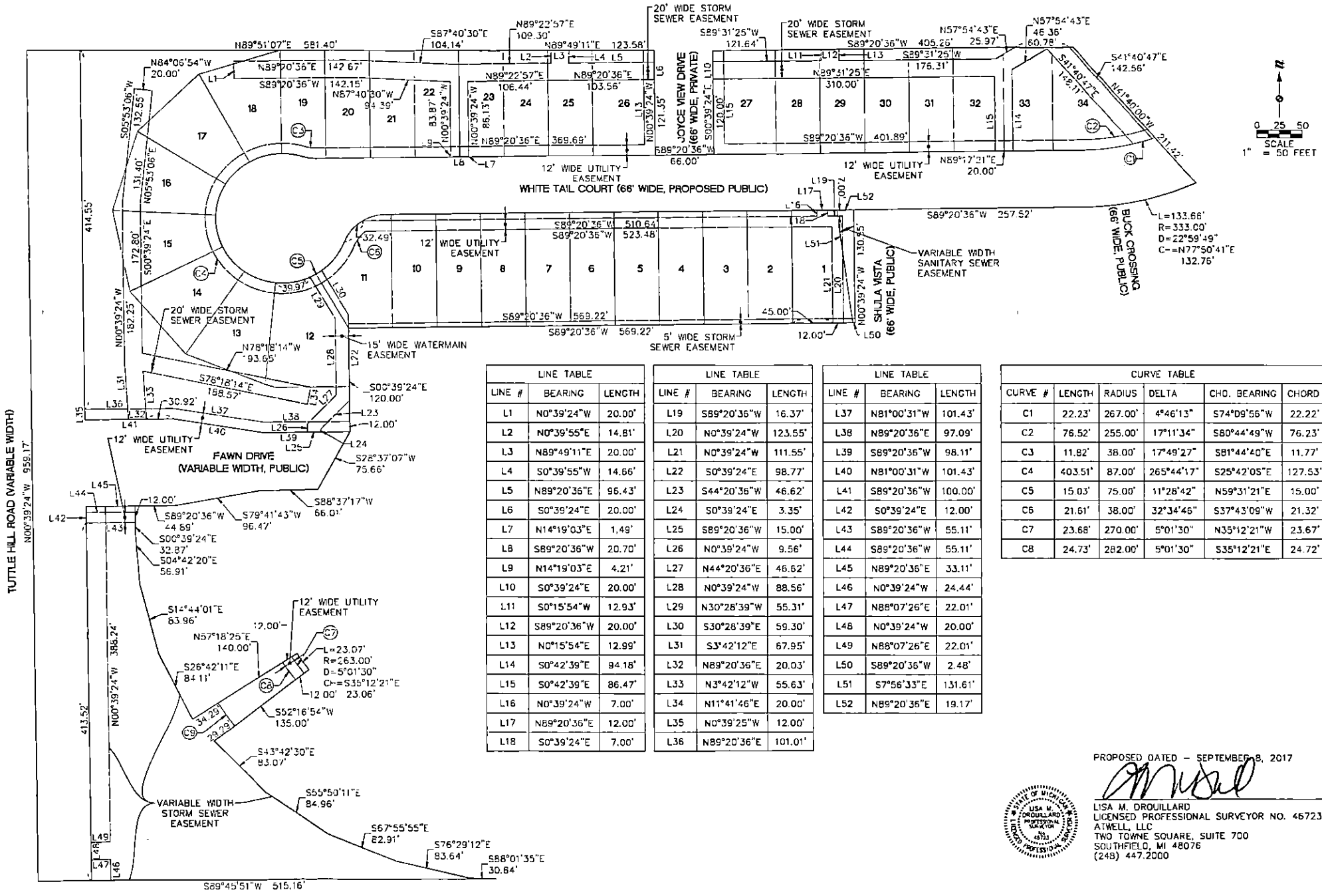
NOTICE:
 CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES, LATEST EDITION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS, LATEST EDITION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATERWAYS AND MARINE STRUCTURES, LATEST EDITION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TOWNSHIP ROADS, LATEST EDITION.

ATWELL
 8480 BROADWAY
 SOUTHFIELD, MI 48076
 (248) 447-2000

SECTION 26
 TOWN 03 SOUTH RANGE 07 EAST
 TOWNSHIP YPSILANTI TOWNSHIP
 COUNTY WASHINGTON COUNTY, MICHIGAN

SITE PLAN

DATE 7/15/2017
 DRAWN BY L. DROUILLARD
 CHECKED BY L. DROUILLARD
 JOB NO. 14000914
 SHEET NO. 4



| LINE # | BEARING | LENGTH |
|--------|-------------|--------|
| L1 | N0°39'24"W | 20.00' |
| L2 | N0°39'55"E | 14.81' |
| L3 | N89°49'11"E | 20.00' |
| L4 | S0°39'55"W | 14.66' |
| L5 | N89°20'36"E | 96.43' |
| L6 | S0°39'24"E | 20.00' |
| L7 | N14°19'03"E | 1.49' |
| L8 | S89°20'36"W | 20.70' |
| L9 | N14°19'03"E | 4.21' |
| L10 | S0°39'24"E | 20.00' |
| L11 | S0°15'54"W | 12.93' |
| L12 | S89°20'36"W | 20.00' |
| L13 | N0°15'54"E | 12.99' |
| L14 | S0°42'39"E | 94.18' |
| L15 | S0°42'39"E | 86.47' |
| L16 | N0°39'24"W | 7.00' |
| L17 | N89°20'36"E | 12.00' |
| L18 | S0°39'24"E | 7.00' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L19 | S89°20'36"W | 16.37' |
| L20 | N0°39'24"W | 123.55' |
| L21 | N0°39'24"W | 111.55' |
| L22 | S0°39'24"E | 98.77' |
| L23 | S44°20'36"W | 46.62' |
| L24 | S0°39'24"E | 3.35' |
| L25 | S89°20'36"W | 15.00' |
| L26 | N0°39'24"W | 9.56' |
| L27 | N44°20'36"E | 48.62' |
| L28 | N0°39'24"W | 88.56' |
| L29 | N30°28'39"W | 55.31' |
| L30 | S30°28'39"E | 59.30' |
| L31 | S3°42'12"E | 67.95' |
| L32 | N89°20'36"E | 20.03' |
| L33 | N3°42'12"W | 55.63' |
| L34 | N11°41'46"E | 20.00' |
| L35 | N0°39'25"W | 12.00' |
| L36 | N89°20'36"E | 101.01' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L37 | N81°00'31"W | 101.43' |
| L38 | N89°20'36"E | 97.09' |
| L39 | S89°20'36"W | 98.11' |
| L40 | N81°00'31"W | 101.43' |
| L41 | S89°20'36"W | 100.00' |
| L42 | S0°39'24"E | 12.00' |
| L43 | S89°20'36"W | 55.11' |
| L44 | S89°20'36"W | 55.11' |
| L45 | N89°20'36"E | 33.11' |
| L46 | N0°39'24"W | 24.44' |
| L47 | N88°07'26"E | 22.01' |
| L48 | N0°39'24"W | 20.00' |
| L49 | N88°07'26"E | 22.01' |
| L50 | S89°20'36"W | 2.48' |
| L51 | S7°56'33"E | 131.61' |
| L52 | N89°20'36"E | 19.17' |

| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|--------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
| C1 | 22.23' | 267.00' | 4°46'13" | S74°08'56"W | 22.22' |
| C2 | 76.52' | 255.00' | 17°11'34" | S80°44'49"W | 76.23' |
| C3 | 11.82' | 38.00' | 17°49'27" | S81°44'40"E | 11.77' |
| C4 | 403.51' | 87.00' | 265°44'17" | S25°42'05"E | 127.53' |
| C5 | 15.03' | 75.00' | 11°28'42" | N59°31'21"E | 15.00' |
| C6 | 21.61' | 38.00' | 32°34'46" | S37°43'09"W | 21.32' |
| C7 | 23.68' | 270.00' | 5°01'30" | N35°12'21"W | 23.67' |
| C8 | 24.73' | 282.00' | 5°01'30" | S35°12'21"E | 24.72' |

PROPOSED DATED - SEPTEMBER 8, 2017

[Signature]

LISA M. DROULLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000



EASEMENT PLAN
 THE VILLAGE AT MAJESTIC LAKES 5

Know what's below.
Call before you dig.

THE LOCATION OF UTILITIES AND EASEMENTS SHOWN ON THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE OPERATOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF UTILITIES PRIOR TO ANY EXCAVATION. ATWELL, LLC IS NOT RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR EASEMENTS CAUSED BY ANY OTHER PARTY.

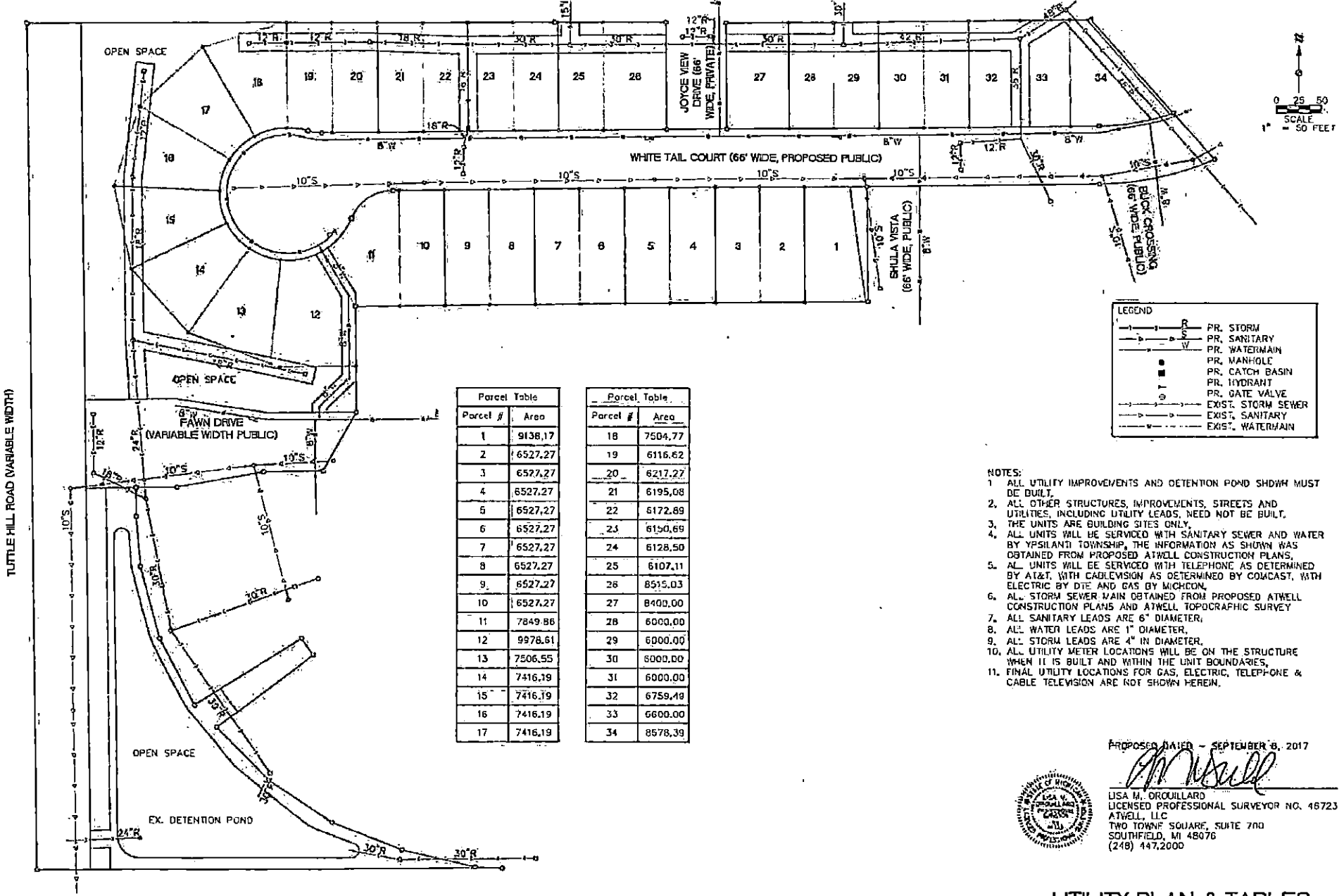
ATWELL
 86400 000 www.atwell.com
 THE SURVEYING PEOPLE

| | | | | |
|------------|--------------------|-------|----------------------------|-------|
| SECTION 26 | TOWNSHIP | RANGE | COUNTY | STATE |
| | YPSILANTI TOWNSHIP | 07 | WASHTENAW COUNTY, MICHIGAN | MI |

| | |
|--|---------------|
| OWNER DIVERSE REAL ESTATE, LLC THE VILLAGE AT MAJESTIC LAKES | EASEMENT PLAN |
|--|---------------|

| | |
|-------------------|--------------------------|
| DATE 7/15/2017 | DRAWN BY L. DROULLARD |
|-------------------|--------------------------|

| | |
|------------------|-----------------|
| DR. JMM | DL. LMD |
| BOOK | P.L. LDROULLARD |
| JOB NO. 14000014 | SHEET NO. 5 |



| Parcel # | Area |
|----------|---------|
| 1 | 9138.17 |
| 2 | 6527.27 |
| 3 | 6527.27 |
| 4 | 6527.27 |
| 5 | 6527.27 |
| 6 | 6527.27 |
| 7 | 6527.27 |
| 8 | 6527.27 |
| 9 | 6527.27 |
| 10 | 6527.27 |
| 11 | 7849.86 |
| 12 | 9978.61 |
| 13 | 7506.55 |
| 14 | 7416.19 |
| 15 | 7416.19 |
| 16 | 7416.19 |
| 17 | 7416.19 |

| Parcel # | Area |
|----------|---------|
| 18 | 7504.77 |
| 19 | 6116.62 |
| 20 | 6217.27 |
| 21 | 6195.08 |
| 22 | 6172.89 |
| 23 | 6150.69 |
| 24 | 6128.50 |
| 25 | 6107.11 |
| 26 | 8515.03 |
| 27 | 8400.00 |
| 28 | 6000.00 |
| 29 | 6000.00 |
| 30 | 6000.00 |
| 31 | 6000.00 |
| 32 | 6759.48 |
| 33 | 6600.00 |
| 34 | 8578.39 |

LEGEND

- PR. STORM
- PR. SANITARY
- PR. WATERMAIN
- PR. MANHOLE
- PR. CATCH BASIN
- PR. HYDRANT
- PR. GATE VALVE
- EXIST. STORM SEWER
- EXIST. SANITARY
- EXIST. WATERMAIN

- NOTES:**
- ALL UTILITY IMPROVEMENTS AND DETENTION POND SHOWN MUST BE BUILT.
 - ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 - THE UNITS ARE BUILDING SITES ONLY.
 - ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY YPSILANTI TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS.
 - ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY AT&T WITH CABLEVISION AS DETERMINED BY COMCAST WITH ELECTRIC BY DTE AND GAS BY MICHCON.
 - ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL CONSTRUCTION PLANS AND ATWELL TOPOGRAPHIC SURVEY
 - ALL SANITARY LEADS ARE 6" DIAMETER.
 - ALL WATER LEADS ARE 1" DIAMETER.
 - ALL STORM LEADS ARE 4" IN DIAMETER.
 - ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
 - FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE TELEVISION ARE NOT SHOWN HEREIN.



PROPOSED DATED - SEPTEMBER 8, 2017

Lisa M. Orouillard

LISA M. OROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWN SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447,2000

UTILITY PLAN & TABLES
THE VILLAGE AT MAJESTIC LAKES

ATWELL
 PROFESSIONAL SURVEYING & CONSULTING
 10000 W. 14TH AVE., SUITE 700
 WASHINGTON, MI 48090

SECTION 26
 TOWN OF SOUTH RANGE OF EAST
 YPSILANTI TOWNSHIP
 WASHINGTON COUNTY, MICHIGAN

DATE: 9/15/2017
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PROJECT NO. 140002318
 SHEET NO. 8



**FIRST AMENDMENT TO MASTER DEED OF
THE VILLAGE AT MAJESTIC LAKES**

Diverse Real Estate LLC, a Michigan limited liability company, the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of The Village at Majestic Lakes, a residential condominium project located in the Township of Ypsilanti, Washtenaw County, Michigan, established pursuant to the Master Deed thereof recorded on December 18, 2017 in Liber 5237, Pages 388 through 464, both inclusive, Washtenaw County Records (the "Master Deed"), and designated as Washtenaw County Condominium Subdivision Plan No. 663, hereby amends the Master Deed pursuant to Article VIII thereof for the purpose of revising the identification of certain drainage easements depicted on the Condominium Subdivision Plan. Upon the recording of this First Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the Master Deed shall be amended as follows:

1. Amended Sheets 1 and 5 of the Condominium Subdivision Plan of The Village at Majestic Lakes, as attached hereto, shall replace and supersede Sheets 1 and 5 of the Condominium Subdivision Plan of The Village at Majestic Lakes as previously recorded and Sheets 1 and 5 of the Condominium Subdivision Plan of The Village at Majestic Lakes as previously recorded shall be of no further force or effect.

2. In all other respects, other than as hereinabove indicated, the Master Deed of The Village at Majestic Lakes, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

6

(Signatures begin on the following page)

Time Submitted for Recording
Date 2-27-2018 Time 11:25 AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Dated this 19TH day of FEBRUARY, 2018.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: [Signature]

Name: ANTHONY LOMBARDO

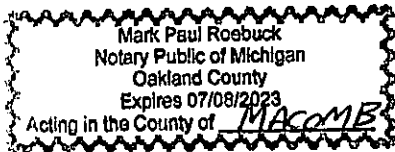
Its: AUTHORIZED AGENT

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 19TH day of FEBRUARY, 2018, by ANTHONY LOMBARDO, the AUTHORIZED AGENT of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.

[Signature]

Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan



✓ Prepared by and when recorded, return to:
Timothy M. Koltun, Esq.
Clark Hill PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226

[Signature page to First Amendment to Master Deed of The Village at Majestic Lakes]

AMENDMENT NO. 1 OF
 WASHTENAW COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 663
 EXHIBIT 'B' TO THE MASTER DEED OF

THE VILLAGE AT MAJESTIC LAKES

A SITE CONDOMINIUM IN
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

DEVELOPER

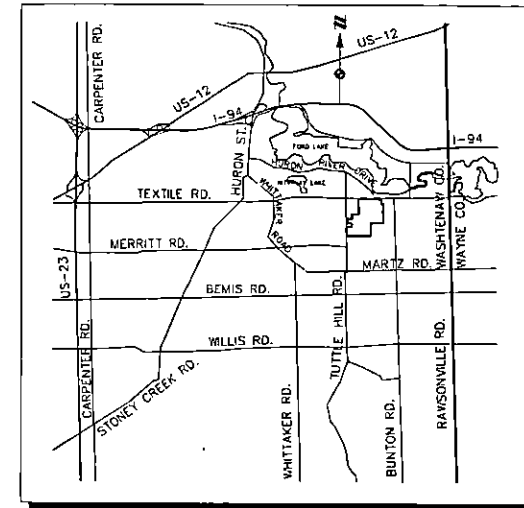
DIVERSE REAL ESTATE, LLC
 13001 23 MILE ROAD, SUITE 200
 SHELBY TOWNSHIP, MI 48315

ENGINEER AND SURVEYOR

ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 PHONE (248) 447-2000
 FAX (248) 447-2001

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.



VICINITY MAP
 NOT TO SCALE

LEGAL DESCRIPTION - THE VILLAGE AT MAJESTIC LAKES

DESCRIPTION OF A 11.66 ACRE PARCEL OF LAND LOCATED IN SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 26, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE S00°39'24"E 374.63 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF TUTTLE HILL ROAD (VARIABLE WIDTH) FOR A PLACE OF BEGINNING; THENCE N89°51'07"E 581.40 FEET; THENCE N89°49'11"E 123.58 FEET; THENCE S00°39'24"E 121.35 FEET; THENCE N89°20'36"E 66.00 FEET; THENCE N00°39'24"W 120.00 FEET; THENCE N89°20'36"E 405.26 FEET; THENCE S41°40'00"E 211.42 FEET; THENCE THE FOLLOWING TWENTY ONE (21) COURSES ALONG LAKEWOOD ESTATES CONDOMINIUM, WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 554, ACCORDING TO THE MASTER DEED, AS RECORDED IN LIBER 4627, PAGE 76, WASHTENAW COUNTY RECORDS: 133.66 FEET ALONG THE ARC OF A 333.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT, CHORD BEARING S77°50'41"W 132.76 FEET, S89°20'36"W 257.52 FEET, S00°39'24"E 130.55 FEET, S89°20'36"W 569.22 FEET, S00°39'24"E 120.00 FEET, S28°37'07"W 75.56 FEET, S88°37'17"W 66.01 FEET, S79°41'43"W 98.47 FEET, S89°20'36"W 44.89 FEET, S00°39'24"E 32.87 FEET, S04°42'20"E 56.91 FEET, S14°44'01"E 83.96 FEET, S25°42'11"E 84.11 FEET, N57°18'25"E 140.00 FEET, 23.07 FEET ALONG THE ARC OF A 263.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT, CHORD BEARING S35°12'21"E 23.06 FEET, S52°16'54"W 135.00 FEET, S43°42'30"E 83.07 FEET, S55°50'11"E 84.96 FEET, S67°55'55"E 82.91 FEET, S76°29'12"E 83.64 FEET, AND S88°01'35"E 30.64 FEET; THENCE S89°45'51"W 515.16 FEET; THENCE N00°39'24"W 959.17 FEET ALONG THE WEST LINE OF SAID SECTION 26 AND THE CENTERLINE OF SAID TUTTLE HILL ROAD TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 26, CONTAINING 11.66 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE WESTERLY 60 FEET THEREOF AS OCCUPIED BY SAID TUTTLE HILL ROAD, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

SHEET INDEX

| SHEET NO. | DESCRIPTION |
|-----------|------------------------|
| *1 | TITLE AND DESCRIPTIONS |
| 2 | SURVEY COMPOSITE PLAN |
| 3 | SURVEY PLAN |
| 4 | SITE PLAN |
| *5 | EASEMENT PLAN |
| 6 | UTILITY PLAN & TABLES |

NOTE: THE ASTERISKS (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.



PROPOSED DATED - FEBRUARY 9, 2018

Lisa M. Drouillard

LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076

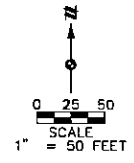
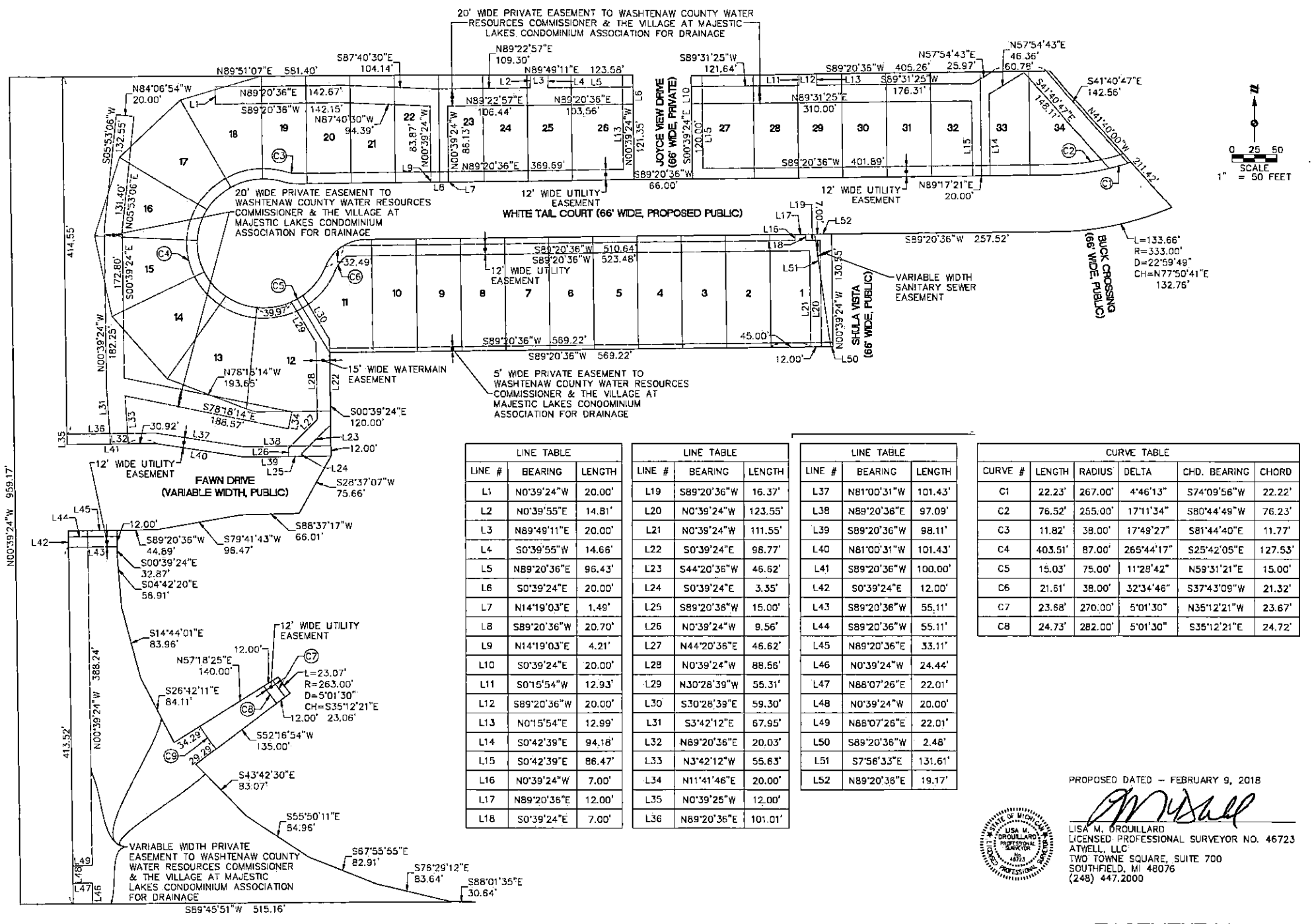
TITLE AND DESCRIPTIONS
 THE VILLAGE AT MAJESTIC LAKES

1

ATWELL
 BRANDED FOR THE PROFESSIONAL SURVEYOR
 NO. 2000 SOUTHFIELD, MI 48076
 (248) 447-2000

| | | |
|-------------------------------|------------------------------|--|
| SECTION 26 | TOWN 03 SOUTH, RANGE 07 EAST | |
| THE VILLAGE AT MAJESTIC LAKES | | YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN |
| TITLE AND DESCRIPTION | | |
| DATE | 7/15/2017 | |
| BY | LISA M. DROUILLARD | |
| CHECKED BY | LISA M. DROUILLARD | |
| REVISIONS | | |
| DR. JWM | CHK. LMD | |
| PJM | L. DROUILLARD | |
| BOOK | | |
| JOB | 14000514 | |
| SHEET NO. | 1 | |

TUTTLE HILL ROAD (VARIABLE WIDTH)
N00°39'24"W 959.17'



| LINE # | BEARING | LENGTH |
|--------|-------------|--------|
| L1 | N0°39'24"W | 20.00' |
| L2 | N0°39'55"E | 14.81' |
| L3 | N89°49'11"E | 20.00' |
| L4 | S0°39'55"W | 14.66' |
| L5 | N89°20'36"E | 96.43' |
| L6 | S0°39'24"E | 20.00' |
| L7 | N14°19'03"E | 1.49' |
| L8 | S89°20'36"W | 20.70' |
| L9 | N14°19'03"E | 4.21' |
| L10 | S0°39'24"E | 20.00' |
| L11 | S0°15'54"W | 12.93' |
| L12 | S89°20'36"W | 20.00' |
| L13 | N0°15'54"E | 12.99' |
| L14 | S0°42'39"E | 94.18' |
| L15 | S0°42'39"E | 86.47' |
| L16 | N0°39'24"W | 7.00' |
| L17 | N89°20'36"E | 12.00' |
| L18 | S0°39'24"E | 7.00' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L19 | S89°20'36"W | 16.37' |
| L20 | N0°39'24"W | 123.55' |
| L21 | N0°39'24"W | 111.55' |
| L22 | S0°39'24"E | 98.77' |
| L23 | S44°20'36"W | 46.62' |
| L24 | S0°39'24"E | 3.35' |
| L25 | S89°20'36"W | 15.00' |
| L26 | N0°39'24"W | 9.56' |
| L27 | N44°20'36"E | 46.62' |
| L28 | N0°39'24"W | 88.56' |
| L29 | N30°28'39"W | 55.31' |
| L30 | S30°28'39"E | 59.30' |
| L31 | S3°42'12"E | 67.95' |
| L32 | N89°20'36"E | 20.03' |
| L33 | N3°42'12"W | 55.63' |
| L34 | N11°41'46"E | 20.00' |
| L35 | N0°39'25"W | 12.00' |
| L36 | N89°20'36"E | 101.01' |

| LINE # | BEARING | LENGTH |
|--------|-------------|---------|
| L37 | N81°00'31"W | 101.43' |
| L38 | N89°20'36"E | 97.09' |
| L39 | S89°20'36"W | 98.11' |
| L40 | N81°00'31"W | 101.43' |
| L41 | S89°20'36"W | 100.00' |
| L42 | S0°39'24"E | 12.00' |
| L43 | S89°20'36"W | 55.11' |
| L44 | S89°20'36"W | 55.11' |
| L45 | N89°20'36"E | 33.11' |
| L46 | N0°39'24"W | 24.44' |
| L47 | N88°07'26"E | 22.01' |
| L48 | N0°39'24"W | 20.00' |
| L49 | N88°07'26"E | 22.01' |
| L50 | S89°20'36"W | 2.48' |
| L51 | S7°56'33"E | 131.61' |
| L52 | N89°20'36"E | 19.17' |

| CURVE # | LENGTH | RADIUS | DELTA | CHD. BEARING | CHORD |
|---------|---------|---------|------------|--------------|---------|
| C1 | 22.23' | 267.00' | 4°46'13" | S74°09'56"W | 22.22' |
| C2 | 76.52' | 255.00' | 17°11'34" | S80°44'49"W | 76.23' |
| C3 | 11.82' | 38.00' | 17°49'27" | S81°44'40"E | 11.77' |
| C4 | 403.51' | 87.00' | 265°44'17" | S25°42'05"E | 127.53' |
| C5 | 15.03' | 75.00' | 11°28'42" | N59°31'21"E | 15.00' |
| C6 | 21.61' | 38.00' | 32°34'46" | S37°43'09"W | 21.32' |
| C7 | 23.68' | 270.00' | 5°01'30" | N35°12'21"W | 23.67' |
| C8 | 24.73' | 282.00' | 5°01'30" | S35°12'21"E | 24.72' |

PROPOSED DATED -- FEBRUARY 9, 2018

 LISA M. DROUILLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447.2000



EASEMENT PLAN THE VILLAGE AT MAJESTIC LAKES

811
Know what's below.
Call before you dig.

NOTICE: THE USER OF THIS SERVICE SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED AND FOR THE PROTECTION OF THE USER'S PERSONAL AND BUSINESS INFORMATION. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE USER'S PERSONAL AND BUSINESS INFORMATION. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE USER'S PERSONAL AND BUSINESS INFORMATION.

ATWELL
144000000 atwell.com
1100 SOUTHFIELD AVENUE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

SECTION 26
 TOWN 03 SOUTH RANGE 07 EAST
 YPSILANTI TOWNSHIP
 WASHTENAW COUNTY, MICHIGAN

CLIENT: DIVERSE REAL ESTATE, LLC
 PROJECT: THE VILLAGE AT MAJESTIC LAKES
 DRAWING: EASEMENT PLAN

DATE: 7/15/2017

PREPARED BY: LISA M. DROUILLARD
 CHECKED BY: P.M. L. DROUILLARD

REVISIONS:

DR. JMM | CH. LMD
 P.M. L. DROUILLARD
 BOOK: ---
 JOB: 14000914
 SHEET NO.: 5
 CAD FILE: 1400914-05-EASING



May 20, 2019

CR # 51091

Supervisor Brenda Stumbo
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

Dear Supervisor Stumbo,

Washtenaw County wishes to amend the contract with Ypsilanti Township for *Schooner Cove Bus Shelter design and bidding assistance*. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the *Agreement for Subaward of Federal Financial Assistance* between Washtenaw County and Ypsilanti Township dated December 5, 2018 and CR# 51091 as follows:

Amend ARTICLE I – REQUIRED DATA ELEMENTS to increase the contract dollar amount and include the 2017 grant funds as follows:

| | |
|--|---|
| Subrecipient Name (must match registered name in DUNS) | Charter Township of Ypsilanti |
| Subrecipient DUNS Number | |
| Federal Award Identification Number (FAIN) | \$15,246 - B-16-UC-26-006 \$5,164 - B-17-UC-26-006 |
| Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency) | 2016 – September 1, 2016 2017 – October 19, 2017 |
| Subaward Period of Performance (start and end date) | November 1, 2018 – December 31, 2019 |
| Amount of Federal Funds Obligated by this Agreement | \$20,410.00 |
| Total Amount of Federal Funds Obligated to the Subrecipient | \$20,410.00 |
| Total Amount of the Federal Award | 2016 – \$1,858,189.00 2017 - \$1,846,861.00 |



Amend ARTICLE II – Scope of Services as follows:

The Subrecipient will agree to use Washtenaw Urban County 2016-2017 and **2017-2018** CDBG funds for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove Boulevard and S. Huron River Drive in the Charter Township of Ypsilanti. Design includes a bus bay (pull out) at the northeast corner of Schooner Cove Boulevard and S. Huron River Drive, improvements to existing storm water management system and adjacent asphalt pathway, addition of a pedestrian crosswalk to access the bus stop from the south side of Huron River Drive, **preparation of a temporary easement needed for construction, and rehabilitation of north and south pathways (an additional 350 feet and 255 feet beyond original scope, respectively)**. The contract will be paid for with 2016-2017 and **2017-2018** Urban County CDBG funding, **not to exceed Twenty Thousand Four Hundred Ten Dollars and Zero Cents (\$20,410.00)**, in accordance with the budget in Attachment B.

Amend ARTICLE V – TERM as follows:

This agreement begins on November 1, 2018 and ends on **December 31, 2019**, with an option to extend an additional 6 months. No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

Amend Attachment A – SCOPE AND LOCATION OF SERVICES & PROJECT TIMELINE: NARRATIVE DESCRIPTION/SCOPE OF WORK as follows:

WASHTENAW COUNTY will contract with the TOWNSHIP for the eligible costs of design and bidding for a bus stop enhancement project at Schooner Cove and S. Huron River Drive in the Charter Township of Ypsilanti. These activities will be paid for with 2016 **and 2017** CDBG funding in accordance with the budget in Attachment B.

Amend Attachment B –PROJECT BUDGET as follows:

SUMMARY OF TERMS now states:

The COUNTY agrees to pay to or on behalf of the **TOWNSHIP** an amount not to exceed **Sixteen Thousand Five Hundred Dollars and Zero Cents (\$20,410.00) from 2016-2017 and 2017-2018 CDBG Funds** according to the budget below:



PROJECT BUDGET:

| Schooner Cove Bus Stop Enhancement Project DESIGN/BIDDING ASSISTANCE Budget | |
|--|-----------------|
| REVENUE SOURCE(S): | TOTAL |
| Grant Amounts | |
| CDBG (2016) - allocation | \$15,246 |
| CDBG (2017) - allocation | \$5,164 |
| Total Revenues | \$20,410 |
| PROGRAM EXPENSES | |
| | TOTAL |
| Personnel, Taxes & Fringe Benefits | |
| Consultant & Contractual Fees | \$20,410 |
| Total Expenditures | \$20,410 |

All other terms and conditions remain the same as in the original contract.

ATTEST:

WASHTENAW COUNTY (Pass-Through Entity)

Lawrence Kestenbaum DATE
County Clerk/Register

Gregory Dill DATE
County Administrator

APPROVED FOR CONTENT:

CHARTER TOWNSHIP OF YPSILANTI (Subrecipient)

Teresa Gillotti DATE
OCED Director

Brenda Stumbo DATE
Supervisor

Original: Clerk
Contractor

cc: Department
Purchasing



ARCHITECTS. ENGINEERS. PLANNERS.

May 17, 2019

Ms. Brenda Stumbo
 Township Supervisor
 Charter Township of Ypsilanti
 7200 S. Huron River Drive
 Ypsilanti, MI 48197

RE: **Schooner Cove Bus Stop – Budget Amendment Request**
Originally Approved on August 21, 2018

Dear Ms. Stumbo:

The Grove St. Pathway Extension originally consisted of constructing a bus loading zone, shelter pad, crosswalk across South Huron River Drive, and reconstructing and extending a pathway along the south side of South Huron River Drive.

OHM has been in communication with the Community of Economic Development Department of Washtenaw County and they have deemed enough funds to extend and enhance the current designed project beyond the original scope. The additional work would add additional rehabilitation of the north pathway another 350 feet and would also extend the rehabilitation of the south pathway 255 feet. Please refer to the attachment for a map of the project.

The initial proposal of this project did not include the rehabilitation of this additional section. Since OHM is preparing bid documents for the original sections, it was thought that combining all sections into one project would be more efficient and cost effective. Although the design tasks will remain the same, there is additional effort to include the additional scope of the project. Tasks 1-3 from the original proposal are requested to be amended as outlined below. Task 4 (Bidding) remains unchanged.

In order to complete the construction and rehabilitation treatments to the additional pathway segments, we are requesting a budget amendment not to exceed the amount of **\$6,110.00**. The reconstruction of the existing pathways, east of Big Pine Drive and along South Huron River Drive, adds approximately six (6) stations (570 feet) to the project. This will add around 2-3 additional sheets to the plan set. OHM also had to gather additional TOPO and prepare permits in accordance with the WCRC to include this additional section. The table below illustrates the additional time required to remove and replace the existing pathway in comparison to the original time required.

| Task | Additional Effort |
|---|--------------------------|
| Task 1: Design Survey/ROW Identification/Base Drawings | 25 hours |
| Task 2: Engineering Drawing Design | 14 hours |
| Task 3: Specifications and Final Bid Package Assembly | 5 hours |
| Task 4: Bidding | - |



This will amend the previously approved budget from \$14,300.00 to \$20,410.00. The table below illustrates how the amendment will contribute to each task necessary.

| | Original | Amended Budget |
|--|--------------------|-----------------------|
| Task 1: Design Survey/Geotechnical Investigation/ ROW Identification | \$4,900.00 | \$8,460.00 |
| Task 2: Engineering Drawing Design | \$3,900.00 | \$5,850.00 |
| Task 3: Specifications and Final Bid Package Assembly | \$2,900.00 | \$3,500.00 |
| Task 4: Bidding | \$2,600.00 | \$2,600.00 |
| Total | \$14,300.00 | \$20,410.00 |

We appreciate the opportunity to work with the Township on this project and we believe this pathway extension and rehabilitation will positively impact this area of South Huron River Drive and the surrounding neighborhoods.

If you have any questions or comments, please don't hesitate to contact me at (734) 522-6711 or at matt.parks@ohm-advisors.com.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Encl: Project Map

cc: Karen Lovejoy-Roe, Township Clerk
Lisa Garrett, Township Deputy Clerk
Larry Doe, Township Treasurer
Doug Winters, Township Attorney
Phil Maly, OHM Advisors

SKATEPARK AGREEMENT

Agreement made this ___ day of May, 2019 between Charter Township of Ypsilanti, 7200 S. Huron River Dr. Ypsilanti, MI 48197 (“Township”) and Washtenaw County, a municipal corporation (“County”), by the Washtenaw County Parks & Recreation Commission (“WCPARC”), PO Box 8645, Ann Arbor, MI 48107.

R E C I T A L S

- A. Washtenaw County through the Washtenaw County Parks & Recreation Commission has been awarded a challenge grant in the amount of up to \$250,000 from the Tony Hawk Foundation.
- B. The grant can only be used for the design and construction of a skatepark which must be constructed and operational no later than February 19, 2021.
- C. In conjunction with the grant, County has been looking for a suitable location for such a park.
- D. A condition imposed by County is that the governmental entity having jurisdiction over the location shall agree to operate, maintain and repair the skatepark for a minimum period of time.
- E. Township has indicated a willingness to have such a skatepark constructed at Ypsilanti Township Community Center Park.

Now therefore in consideration of the mutual promises and covenants contained herein it is agreed as follows:

- 1. Condition. The undersigned parties have viewed the terms and conditions contained in the Tony Hawk Foundation correspondence of February 20, 2019, a copy of which is attached as Exhibit A (“Foundation Letter Agreement”) and agree to work together in compliance with those terms and conditions which are incorporated here by by reference.
- 2. Location. Ypsilanti Township has designated an area in Community Center Park where the skatepark can be located and will allow County access to construct in that location. The location is set forth on Exhibit B which is attached to this Agreement.
- 3. Design. County shall retain a qualified specialty skatepark designer that meets the requirements and qualifications set forth in Paragraph 3 of the Foundation Letter Agreement. County shall undertake all obligations including having the design reviewed and approved by the Foundation and by Township.
- 4. Construction. County shall be responsible for selecting and engaging a contractor to initiate and complete construction of the skatepark as set forth in the Foundation Letter Agreement within the time required. County shall consult with Township in the selection of said contractor. Township grants to County all reasonable access needed for the purpose of constructing the skatepark including the storage of materials and equipment during the construction process. Once constructed, the surrounding area shall be restored by County. County shall have full responsibility for complying with preparation and distribution of all progress reports, photographs, or other materials required by the Foundation Letter Agreement.

5. Operation, Maintenance and Repair. Once completed and approved by County, Township, and Foundation, operation, maintenance, and repair of the skatepark shall be the sole responsibility of Township. Township agrees that it shall provide such services for a minimum of fifteen (15) years. In the operation, maintenance, and repair of the skatepark Township shall comply with all federal state and local regulations including but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.
6. Use of Foundation Name or Materials. Neither of the undersigned parties shall utilize the Foundation name or release information in any media regarding the Foundation's participation in this project without first having such communication reviewed and approved by the other party and the Foundation in writing.
7. Indemnification and Hold Harmless. Township shall to the extent permitted by the Michigan Constitution and State statutes indemnify County and the various entities described in Paragraph 9 of the Foundation Letter Agreement to the same extent as set forth therein. This obligation shall also apply to any breach of any representation or warranty of Township under this Agreement or under applicable law.
8. Insurance. During all aspects of the preconstruction and construction phases, Township shall also maintain general liability insurance policy or similar coverage in addition to any coverages provided by County or its contractors. Once possession of the skatepark is transferred to Township, Township shall be solely responsible for any and all liability and responsibility arising from the use and operation of said skatepark and shall to the extent permitted by law indemnify WCPARC and County for any claims, action, suits, damages, liabilities, losses, settlements, judgments, costs, or expenses (including but not limited to reasonable attorney fees and court costs) with respect to any and all claims arising in connection with the operation and use of the skatepark.
9. Equal Employment Opportunity. In the operation, maintenance, and repair of the skatepark Township will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

Township will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

Township agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Township, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

10. Equal Access. Township shall operate the skatepark without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.
11. Assigns and Successors. This contract is binding on the County and Township, their successors and assigns. Neither the County nor Township will assign or transfer its interest in this contract without the written consent of the other.
12. Changes in Scope or Schedule of Obligations. Changes mutually agreed upon by the County and Township, will be incorporated into this contract by written amendments signed by both parties.
13. Choice of Law and Forum. This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.
14. Integration. This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.
15. Electronic Signatures. All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

Charter Township of Ypsilanti

Dated: _____

By: _____

Its: Supervisor

Washtenaw County, by the Washtenaw
County Parks & Recreation Commission

Dated: _____

By: _____

Coy P. Vaughn
Its: Director

Revised May 16, 2019



TONY HAWK FOUNDATION

Washtenaw County Parks and Recreation Commission (WCPARC)
2230 Platt Rd
PO Box 8645
Ann Arbor, MI 48107-8645
Attn: Meghan Bonfiglio

20 February 2019

Dear Meghan Bonfiglio,

I'm pleased to inform you that the Tony Hawk Foundation is offering you up to \$250,000 ("Award"), made available through the generosity of the Ralph C. Wilson, Jr. Foundation, to assist in the **construction** of your public, non-profit skatepark in Ypsilanti, subject to the following conditions:

The Award is a challenge grant, which requires you to raise at least \$50,000 and up to \$250,000 from another source or sources ("Matching Amount") by July 31, 2019. Any money raised by you through July 31, 2019 ("Fundraising Term") that is designated for construction of your skatepark (not including site amenities outside the skatepark) may count towards raising the Matching Amount.

Funds raised before applying for this grant can be included in your Matching Amount.

You must raise at least \$50,000 to qualify for the matching Award.

When you have raised the Matching Amount, you must contact the Tony Hawk Foundation at contact@tonyhawkfoundation.org and provide the following:

- The sum of your total fundraising for your skatepark project; and
- A copy of a bank statement or account balance receipt; and
- A signed and dated letter, on your organization's letterhead (or your fiscal sponsor's letterhead), indicating the current skatepark account balance. Letter must be signed by the organization's CEO, President, or Chairperson.

Upon receiving evidence that you have raised the Matching Amount, your Award check will be processed and sent to you.

It is our hope that this fundraising challenge and your receipt of the Award, should you succeed in raising the Matching Amount, might also help raise your project's public profile. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony Hawk will be appearing at your park, and that no one exploits his name for personal gain.

Please sign and return this original agreement to: 1203 Activity DR, Vista, CA 92081.

If the Award is granted to you, such grant is made subject to the following conditions:

1. You agree to assume any and all liability for:
 - a. The construction and operation of the skateboard park, and
 - b. The implementation of any information or advice given to you by the Tony Hawk Foundation
2. The Foundations have the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **two (2)** years of the date of this agreement, or if in the Foundations' sole judgment:
 - a. Grant funds or income arising from the grant have been used for purposes other

- b. Your organization has failed to comply with any of the terms of the grant.
 - c. You make significant modifications to your skatepark plan, as described in the original Grant Application, without obtaining the advance approval of the Tony Hawk Foundation.
3. You assure the Foundations that an experienced, qualified specialty skatepark designer and an experienced, qualified specialty skatepark builder will be hired to work with local skaters and the community to create a unique design for the skatepark. Further, you will not enter into a contract agreement with a skatepark designer or skatepark builder without written approval and consent from the Tony Hawk Foundation. In connection therewith, you will submit to the Tony Hawk Foundation the following information for consideration:
- a. A list of previous five (5) skatepark projects (location, size) completed by skatepark designer and skatepark builder; and
 - b. A list of reference names and phone numbers of representatives from each of the five (5) projects completed by the skatepark designer and skatepark builder.
4. You agree to provide a written progress report (not to exceed two pages) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, describing the progress you've made in accomplishing the purpose of the Grant. Upon opening the skatepark, you agree to submit a final report, detailing the manner in which the Grant money has been spent, and including a photograph (or photographs) showing the entire skatepark.
5. You qualify as a public charity as described in Internal Revenue Code ("IRC") Section 501(c)(3) and IRC Section 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform the Tony Hawk Foundation immediately of any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.
6. You agree NOT to expend Tony Hawk Foundation grant funds:
- a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of IRC 4945(d)(1), or
 - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
7. Neither Tony Hawk's name nor likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the Washtenaw County Parks and Recreation Commission (WCPARC), or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
8. You give the Foundations permission to publicly release information concerning this fundraising challenge and grant (if awarded), including your statements and correspondence with the Foundations.
9. You shall, to the extent permitted by Michigan law, fully indemnify, defend, and hold harmless the Tony Hawk Foundation, Tony Hawk, Inc., Tony Hawk, Ralph C. Wilson, Jr. Foundation,

Community Foundation For Southeast Michigan, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns (collectively, "Indemnified Parties"), of and from all claims, actions, suits, damages, liabilities, losses, settlements, judgments, costs or expenses (including but not limited to reasonable attorneys' fees and court costs) with respect to any and all claims arising in connection with the fundraising challenge and/or the grant (if awarded) and/or the skatepark, including, without limitation, any and all third-party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark, whether or not the relevant claim has merit, or which arise out of or relate to any breach of any representation or warranty of Washtenaw County Parks and Recreation Commission (WCPARC) under this Agreement or under applicable law.

10. In the event that you maintain a general liability insurance policy or similar coverage, you will name each of the Foundations as additional insureds.

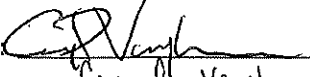
Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. Please return all three pages of the executed original of the letter to us and keep a copy for your records. The original, signed agreement must be returned no later than 90 days from the date of this agreement. **Please use this address: 1203 Activity Dr., Vista, CA 92081.**

Sincerely,



Miki Vuckovich
Executive Director
Tony Hawk Foundation

Agreed to and accepted on behalf of Washtenaw County Parks and Recreation Commission (WCPARC) this 28 day of February, 2018 9

By:  (signature)
Name: Cory P. Vaughn (please print)
Title: Director

The check to be made payable to: Washtenaw County Parks and Recreation Commission (WCPARC)

Address and name of the person to whom the check should be mailed: Jason Brooks, Parks Administration Office, 2230 Platt Rd, PO Box 8645
Ann Arbor, MI 48107-8645

Green Oaks
Golf Course

E Clark Rd

1150

Community
Center
Park

Midway St

Ware Ct

1000

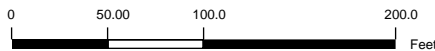
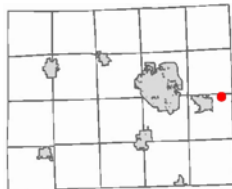
1030

1030

YTown Skatepark

Future Location of Ypsilanti Township
Skatepark

© 2013 Washtenaw County



1: 1,200

2/28/2019

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.



NOTE: Parcels may not be to scale.
The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS WILLIAMS
JIMMIE WILSON JR.




Charter Township of Ypsilanti

**Recreation Department/
Community Center**

2025 East Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3807
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838
www.ytown.org

Memorandum

TO: Karen Lovejoy Roe, Ypsilanti Township Clerk
FROM: Angie Verges, Recreation Services Manager 
CC: Brenda Stumbo, Ypsilanti Township Supervisor, Lisa Stanfield, Deputy Clerk, Javonna Neel, Accounting Director; Tammie Keen, Deputy Supervisor
DATE: May 14, 2019
RE: AKT Peerless Subsurface Investigation Proposal, Change Order, and Budget Amendment

The Recreation Department (along with Washtenaw County Parks & Rec) is working with AKT Peerless on the proposed Skate Park to be located at 1150 Midway Road, in Ypsilanti Township. The committee for this project has asked AKT to survey of the area around a concrete slab at the site. AKT has presented a proposal to complete a subsurface investigation of the area at 1150 Midway (proposal attached).

In addition to the proposal, we have received a Change Order for a meeting that the skatepark committee held with AKT Peerless. I am also asking for a budget amendment to increase line item 212-212-000-801.300 in the amount of \$6285 to cover the expense of the subsurface investigation (\$5,570) and the Change Order (\$715).

At the May 7, 2019 Township Board meeting an amendment to the Brownfield Grant was approved. The grant amount was increased to \$8435. This is the grant is awarded to the Township to cover the cost of skatepark related expenses. The grant will be used to reimburse the Township for the line item increase requested in paragraph two above.

I am asking that the items mentioned in this memo be placed on the Township Board Agenda for the May 21, 2019 meeting. Attached are the documents that require approval and signatures.

I am available to answer any questions you may have.

CHANGE ORDER**APRIL 18, 2019**

| Project Information | |
|---|---------------------------------|
| AKT PEERLESS PROJECT NUMBER: | 14118f |
| AKT PEERLESS PROPOSAL NUMBER: | PF-24352 |
| PROJECT ADDRESS: | 1150 Midway Road, Ypsilanti, MI |
| Description of Activity | |
| The Client has requested a meeting with regard to the Phase I ESA. Discussions/correspondence beyond the 1 hour after report allowance in the original proposal have been conducted as well. This change order represents the cost of the correspondence and attending the requested meeting (assuming meeting is no longer than 1 hour). | |
| Category | Cost |
| Senior Project Manager Time | \$640 |
| Mileage Expense | \$75 |
| Change Order Total | \$715 |

AKT Peerless will conduct this work in accordance with Terms and Conditions previously agreed upon for this project.

This work order proposal was submitted by:

This proposal accepted by:



Mary C. Hoeh, CHMM
AKT Peerless
Senior Project Manager – Group Leader

Sara Jo Shipley
Ypsilanti Township

DATE: _____

April 22, 2019

Sara Jo Shipley
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

Subject: Proposal to Conduct a Subsurface Investigation
1150 Midway Road, Ypsilanti Township, Michigan
Proposal No. PF-24367

Ms. Shipley:

AKT Peerless is pleased to present its proposal to complete a subsurface investigation at 1150 Midway Road, Ypsilanti Township, Michigan.

AKT Peerless will implement work immediately and will provide a summary report within two to three weeks following the completion of the field work. The report timeline assumes that analytical data will be received within 5-7 business days following the field work. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$5,570.

Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 517-930-3725 or via email at hoehm@aktpeerless.com.

Sincerely,

AKT PEERLESS

A handwritten signature in blue ink, appearing to read "Mary C. Hoeh".

Mary C. Hoeh, CHMM
Group Leader

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-24367

Introduction

AKT Peerless is pleased to submit its proposal to complete a subsurface investigation at 1150 Midway Road in Ypsilanti Township, Michigan.

AKT Peerless personnel attended a meeting with Ypsilanti Township personnel on August 18, 2019. During that meeting the Township requested a limited subsurface investigation be completed in the area surrounding the current concrete slab.

Scope of Work

AKT Peerless has established the following scope of work to evaluate the recognized environmental conditions identified at the subject property.

- Advance up to nine borings to a maximum depth of four feet below ground surface (bgs) and at the subject property.
- Collect up to nine soil samples.
- Submit the soil samples to a fixed-base, independent laboratory for chemical analysis of light distillate oil (LDO) parameters.
- Prepare Summary Report.

Boring Placement and Laboratory Analysis

Soil samples collected for chemical analysis will be submitted under chain-of-custody to a fixed-base, independent laboratory. The laboratory will conduct laboratory analyses using Michigan Department of Environmental Quality (MDEQ) and/or U.S. Environmental Protection Agency (EPA) approved analytical methods.

The borings will be completed near the perimeter of the concrete slab that remains on the site. Each side of the slab will be evaluated.

Methodologies and Quality Control

AKT Peerless will advance up to nine 4-foot-deep soil borings. AKT Peerless will utilize a hand auger to collect the soil samples.

AKT Peerless will request the local utility companies to mark on the ground surface the locations of buried utilities (e.g., electrical lines, telephone lines, sewers, water mains, and natural gas pipes). Before starting drilling operations, Ypsilanti Township will provide AKT Peerless with all available documents, drawings, and maps that indicate buried utility lines at the site, if necessary.

Soil samples collected in the field will be visually examined in accordance with the Unified Soil Classification System, ASTM D-2488. As appropriate, soil samples collected in the field will be screened for volatile organic compounds (VOCs) using a portable organic vapor meter/photoionization detector (OVM/PID). To ensure accurate VOC screening, the quantity of the soil, temperature, and headspace volume will be kept as constant as possible. The OVM/PID will be calibrated prior to mobilization to the site.

Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination. All drilling and down-hole sampling equipment will be decontaminated prior to first use onsite, and thereafter between uses, using a high-temperature, high-pressure spray washer, and/or a vigorous wash in an Alconox solution, followed by a tap water rinse, and a distilled water rinse.

All samples will be collected in precleaned glass jars and stored following U.S. EPA Publication SW-846 Method 5035/ASTM D4547-91, final version of March 26, 1998, Testing Methods for Evaluating Solid Waste. This publication includes guidelines for the Soil Sample Collection and Methanol Preservation for Volatile Analysis. The samples will be transported to a laboratory under chain-of-custody documentation in an ice-cooled container.

Report

After completing the site investigation, AKT Peerless will prepare a report that will include a summary of field activities, analytical results, discussion of procedures/methodologies and a site map with sampling locations. The report will be delivered via email in electronic format. Should hard copies be requested, a cost of \$75.00 per copy will be incurred.

Fees

AKT Peerless estimates the fees and expenses for this project will be \$5,570. All subcontracted services and outside project costs will be billed at a cost plus 15 percent. The estimated costs to provide the services described in this proposal are shown in the table below.

Estimated Cost

| ACTIVITY | COST |
|------------------------------|-----------------|
| PROFESSIONAL SERVICES | |
| Project Management | \$560 |
| Field Activities | \$1,740 |
| Report Preparation | \$1,550 |
| PROJECT COSTS | |
| Laboratory Analyses | \$1,295 |
| Field Supplies and Expenses | \$425 |
| TOTAL | \$5,570* |

* Costs include standard turnaround time for the laboratory. Should any obstacles to sampling or other hindrances to the work be encountered that would require additional fees, AKT Peerless will contact the Client prior to incurring such fees.

Limitations

If the Client chooses to alter the proposed scope of work, the Client's Advisors shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client's Advisors will authorize AKT Peerless in writing to conduct more or less work than defined in this proposal.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Drilling costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., encountering cement rubble or boulders, sandy soil heaving into the augers, and inclement weather). If delays occur, AKT Peerless will notify the Client's Advisors immediately, and AKT Peerless will revise the scope of work and fees appropriately.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

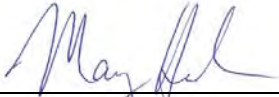
Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented in Appendix A. AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date.

PROPOSAL ACCEPTANCE FOR

Subsurface Investigation

1150 Midway Road, Ypsilanti Township, Michigan

This proposal submitted by: 

Mary C. Hoeh, CHMM
Group Leader

Proposal submitted on: April 22, 2019

Please authorize the proposal by executing below:

Proposal amount: **\$5,570**

Client contact:
Sara Jo Shipley
Charter Township of Ypsilanti
7200 South Huron River Drive
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-24367

Acceptance: _____ (Signature)
Charter Township of Ypsilanti

Print Name: _____

Title _____

Date _____

Appendix A

Terms and Conditions

AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$1,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to authorize circuit court litigation to abate public nuisances at 2358 Ravinewood Ave, 5940 Ellis Rd, and 2830 E Michigan Ave in the amount of \$30,000 funded in account 101-950.000-801.023**
Copy: McLain & Winters, Township Attorneys
Date: May 9, 2019

The Office of Community Standards has investigated public nuisances at the following locations and authorization is requested to engage legal services to abate said nuisances.

2358 RAVINEWOOD AVE

This single family house in the West Willow neighborhood is owned by Pauline Egbuogu who lives there with her mother. The home was one of many that sustained damage when a sewer backed up, and a restoration company contracted by YCUA was unable to make repairs due to environmental conditions inside the house and an inability to physically navigate through the house. In addition to the raw sewage, the home is infested with rodents, has electrical, plumbing and sanitation code violations, and constitutes a fire load hazard due to the massive volume of off-cast items stored throughout the structure. The property owner is incapable of making repairs and has no resources to relocate. OCS staff has recruited assistance from a local task force, Habitat for Humanity and other charitable resources, however the home is unsafe for human occupancy. Administrative approval was granted to seek an emergency restraining order, and authorization is now requested to continue legal services to abate this public nuisance.



7200 S. Huron River Drive • Ypsilanti, MI 48197 • (734) 485-4393

CHARTER TOWNSHIP OF YPSILANTI

5940 ELLIS RD

This single family home owned by Mark Peters was significantly damaged by fire on April 30, 2018. Although the exterior of the property was cleaned up within several weeks, the burned out structure has remained untouched. The fire department was able to secure \$12,508 in insurance proceeds from State Farm, which is being held in escrow pending repair or demolition. The structure was inspected with an administrative warrant due to its owner having failed to register the vacant building or respond to OCS inquiries to that date. Authorization is requested to engage legal services, if necessary, to use the insurance funds to abate this public nuisance.



2830 E. MICHIGAN AVE

This five acre light industrial parcel of land situated on E. Michigan Ave near Ridge Rd is owned by Nanak Real Estate, LLC of Canton, MI. The company owner, Jaspal Randhawa, registered use of the property by a business known as All Star Truck Driving School on July 16, 2018, and described the business as offering CDL training for professional truck drivers. However, OCS staff recently became aware that the property was, in fact, being used primarily for outdoor vehicle storage in violation of zoning regulations in an I-1 district. OCS staff met with the owner who indicated the business was leasing parking spaces on a monthly basis for semi-tractors and trailers, as well as passenger cars owned by truck drivers who store their trucks on site. Discussions with the owner are continuing, however authorization is requested to abate this public nuisance in the event a satisfactory resolution cannot be reached.

CHARTER TOWNSHIP OF YPSILANTI



2019 YPSILANTI TOWNSHIP AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

WHEREAS, proper authority is provided to the parties of the agreement under the provisions in Act 51 of Public Acts of 1951 as amended,

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

1. Dust Control (497-11-108):

Work to include placement of three (3) solid applications of contract brine on all certified local gravel/limestone roads within the township. Estimated 65,340 gallons @ \$0.179 per gallon.

Estimated cost of contract brine: **\$ 11,695.86**

AGREEMENT SUMMARY

2019 LOCAL ROAD PROGRAM

| | |
|---------------------------------------|--------------|
| Dust Control | \$ 11,695.86 |
| Less WCRC Conventional Matching Funds | \$ 5,847.93 |

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP UNDER THIS AGREEMENT DURING 2019: **\$ 5,847.93**

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo, Supervisor

Witness

Karen Lovejoy Roe, Clerk

Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Sheryl Soderholm Siddall, Managing Director

Witness

CHARTER TOWNSHIP OF YPSILANTI

RESOLUTION NO. 2019-24

**AMENDED DESIGNATION OF DEPOSITORIES
FOR 2019**

NOW THEREFORE, BE IT RESOLVED that Bank of Ann Arbor-Ypsilanti Office, Comerica Bank, Charter One, Ann Arbor State Bank, Fifth Third Bank, Chase Bank, P&C Bank, United Bank & Trust, Fidelity Bank, Huntington National Bank, Key Bank, TCF Bank and Washtenaw Federal Credit Union and their successors be designated depositories for all Charter Township of Ypsilanti funds and securities for the 2019 calendar year.

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Treasurer's Office
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-3943
ytown.org

Memorandum

To: Lisa Stanfield
From: Larry Doe, Treasurer
Date: May 6, 2019
Re: Adding a depository to the Township Resolution

I would like to request the addition of Washtenaw Federal Credit Union to the list of approved depositories for Ypsilanti Township.

Key Bank has notified us that they will no longer provide the service of accepting summer and winter tax payments for our residents. In checking with local banks, Washtenaw Federal Credit Union has agreed to work with us and accept the payments.

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #9 (REVISED 5/20/19)**

May 21, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND Total Increase \$46,410.00

Request to increase budget for Special Election scheduled in August. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|-----------------------------|---------------------|--------------------|
| Revenues: | Reimbursement for Elections | 101-000-000-686.000 | \$40,300.00 |
| | | Net Revenues | <u>\$40,300.00</u> |
| | | | |
| Expenditures: | APPOINTED OFFICIALS | 101-215-000-704.000 | \$27,000.00 |
| | REG OVERTIME | 101-215-000-709.000 | \$5,000.00 |
| | OFFICE SUPPLIES - ELECTIONS | 101-215-000-740-010 | \$7,000.00 |
| | TRAVEL - ELECTIONS | 101-215-000-860.010 | \$200.00 |
| | EQUIPMENT RENTAL/LEASING | 101-215-000-941.000 | \$1,100.00 |
| | | Net Expenditures | <u>\$40,300.00</u> |

* Request to increase budget for OHM professional engineering design for a bus stop at Schooner Cove and South Huron River Drive . This is for the amended increase to the original CDBG funds of \$14,300 making the total for the project \$21,410. This will be funded by a Community Development Block Grant (CDBG) through Washtenaw County.

| | | | |
|---------------|-------------------------------|---------------------|-------------------|
| Revenues: | FEDERAL GRANTS - CDBG | 101-000-000-522.000 | \$6,110.00 |
| | | Net Revenues | <u>\$6,110.00</u> |
| | | | |
| Expenditures: | CDBG PROJECT - CAPITAL OUTLAY | 101-970-000-974.100 | \$6,110.00 |
| | | Net Expenditures | <u>\$6,110.00</u> |

* Budget amendment change request by Clerk Roe on 5/20/19. She received a new CDBG amount dated 5/17/19.

206 - FIRE FUND Total Increase \$74,405.00

Request to increase the budget for wages and fringes effected by the Fire Contract approved at the April 2, 2019 meeting. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|---------------|--------------------------------|---------------------|--------------------|
| Revenues: | Prior Year Fund Balance | 206-000-000-699.000 | \$74,405.00 |
| | | Net Revenues | <u>\$74,405.00</u> |
| | | | |
| Expenditures: | SALARIES OFFICERS | 206-206.000-705.002 | \$14,272.00 |
| | SALARY - PERMANENT WAGES | 206-206.000-706.000 | \$24,589.00 |
| | SALARIES PAY OUT-PTO&SICKTIME | 206-206.000-708.004 | (\$6,455.00) |
| | FIRE FIGHTER FOOD ALLOWANCE | 206-206.000-708.206 | (\$3,500.00) |
| | SALARY - CONTRACTUAL OVERTIME | 206-206.000-709.002 | \$5,448.00 |
| | HEALTH INSURANCE | 206-206.000-719.000 | \$6,673.00 |
| | EMPLOYEE PAID HEALTH CONTRA | 206-206.000-719.003 | \$20,378.00 |
| | RETIREMENT HEALTH CARE SAVINGS | 206-206.000-876.100 | \$13,000.00 |
| | | Net Expenditures | <u>\$74,405.00</u> |

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #9 (REVISED 5/20/19)**

May 21, 2019

| | | |
|--|-----------------------|---------------------------------|
| 212 - BIKE, SIDEWALK, REC, ROADS GENERAL FUND (BSRII) | Total Increase | <u><u>\$8,435.00</u></u> |
|--|-----------------------|---------------------------------|

Request to increase the budget \$8,435 for the professional services of AKT Peerless to perform Environmental Testing at the future site of the Skate Park located at 1150 Midway Road. This will be funded by reimbursement from a Grant provided by the Washtenaw County Brownfield Authority.

| | | | |
|-----------|---------------------|---------------------|---------------------------------|
| Revenues: | County Grant - Park | 212-000-000-540.100 | \$8,435.00 |
| | | Net Revenues | <u><u>\$8,435.00</u></u> |

| | | | |
|---------------|------------------------|-------------------------|---------------------------------|
| Expenditures: | Prof Serv - Skate Park | 212-212-000-801.300 | \$8,435.00 |
| | | Net Expenditures | <u><u>\$8,435.00</u></u> |

| | | |
|-----------------------------------|-----------------------|-----------------------------------|
| 266 - LAW ENFORCEMENT FUND | Total Increase | <u><u>\$122,467.00</u></u> |
|-----------------------------------|-----------------------|-----------------------------------|

Request to increase the budget for the purchase and installation of a generator at \$83,767 and OHM professional service at \$38,700 for the LEC Building located on Huron Street. This will be funded by an Appropriation of Prior Year Fund Balance.

| | | | |
|-----------|-------------------------|---------------------|-----------------------------------|
| Revenues: | Prior Year Fund Balance | 266-000-000-699.000 | \$122,467.00 |
| | | Net Revenues | <u><u>\$122,467.00</u></u> |

| | | | |
|---------------|----------------|-------------------------|-----------------------------------|
| Expenditures: | Capital Outlay | 266-301-000-971.001 | \$122,467.00 |
| | | Net Expenditures | <u><u>\$122,467.00</u></u> |

Motion to Amend the 2019 Budget (#9) REVISED 5/20/19

Move to increase the General Fund budget by \$46,410 to \$10,084,556 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$74,405 to \$6,476,990 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Rec, Roads, General Fund II budget by \$8,435 to \$1,672,548 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$122,467 to \$7,802,624 and approve the department line item changes as outlined.

AUTHORIZATIONS AND BIDS

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to award bid to Cummins, Inc. in the amount of \$83,767 for purchase and delivery of a 300KW diesel standby power generator and associated appurtenances for the Law Enforcement Center; budgeted in 266-301.000-971.001 contingent upon budget amendment approval.**
Copy: McLain & Winters, Township Attorneys
Date: May 15, 2019

The Board of Trustees previously authorized OHM Advisors to assist the Township with preparation and publication of bids to replace an existing generator at the Law Enforcement Center. The bid opening has occurred and OHM has made a recommendation to award the bid, a copy of which is enclosed.

Please place this item on the next available meeting agenda for consideration. Please contact me with questions or to discuss details.

Enclosures: OHM Recommendation of Award



May 13, 2019

Mr. Mike Radzik
Township Office of Community Standards Director
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Recommendation of Award
Law Enforcement Center Generator Procurement Project

Dear Mr. Radzik:

As you know the Township is seeking to replace an existing generator that has surpassed its useful life. In order to move this project forward and procure the desired generator (8-12 weeks lead time) a separate contract to supply the generator was initially let. An instillation contract will be let, pending board authorization in June or July.

Sealed bids for the Law Enforcement Center generator procurement project were received and publicly read aloud at 11:00 a.m. on Monday May 13, 2019 at the Charter Township of Ypsilanti Civic Center. Four (4) prospective contractors obtained plans and specifications for the project. Proposals were received from one (1) bidder with as-checked results of \$83,767.00

The bid was received from Cummins Inc, located at 21810 Clessie Ct., New Hudson, MI 48165 in the amount of \$83,767.00. In reviewing their bid, all required information, including bond surety, statement of qualifications, and subcontractors listing, has been provided. The Township Engineer's estimate for the project was \$85,000.00

It is felt that Cummins Inc is capable of supplying the required equipment and meets the specifications based on the information provided with the statement of qualifications in the bid package. **Based on the submitted information, it is recommended that the Law Enforcement Center generator replacement work be awarded to Cummins Inc of New Hudson, MI in the amount of \$83,767.00.** No contingency is recommended for this stage of the installation will be bid under a separate contract.

Should there be any questions, please contact this office at (734) 522-6711.

Sincerely,

OHM Advisors,

A handwritten signature in black ink, appearing to read "Matthew D. Parks", is written over a horizontal line.

Matthew D. Parks

cc: Brenda Stumbo, Township Supervisor
Karen Lovejoy Roe, Township Clerk
Larry Doe, Township Treasurer
Elliot Smith, OHM Advisors
Allan Zelanka, OHM Advisors
File

CHARTER TOWNSHIP OF YPSILANTI

OFFICE OF COMMUNITY STANDARDS

Building Safety • Planning & Zoning • Ordinance Enforcement • Police Services

To: Karen Lovejoy Roe, Clerk
From: Michael Radzik, OCS Director
Re: **Request to approve a professional services agreement with OHM Advisors to provide assistance with procurement, delivery and installation of a replacement emergency power generator at the Law Enforcement Center at 1501 S. Huron St in the amount of \$38,700 budgeted in 266-301.000-971.001 contingent upon budget amendment approval.**
Copy: McLain & Winters, Township Attorneys
Date: May 15, 2019

In 2018 the Board of Trustees authorized OHM Advisors to assist the Township with the replacement and upgrade of the emergency power generator at the Law Enforcement Center located at 1501 S. Huron Street. The original scope of work included a site visit and consultation with subject matter experts to determine the size and type of generator recommended to adequately provide standby power for the facility; 60% preliminary design technical specifications, and final plans and bidding documents. The intent was to select and purchase an appropriate and cost effective product, and bid out the installation to a qualified contractor.

Since the original scope of work was approved, it was determined that the procurement and installation of the generator had to be bifurcated into two separate bids, which was done. The procurement bid was recently completed and submitted to the Board for approval. A second scope of work is now required to cover the additional cost of bifurcating bid packages, to develop civil engineering construction specifications and oversee the installation bid process, assist with construction administration and limited field observation, and to provide as-built plans for Township records.

The proposal for the second scope of work totals \$38,700 and is enclosed for review. Please place this request to approve the proposal on the next available agenda.

Enclosure: OHM Generator Assist Scope of Work #2 dated Feb. 11, 2019



February 11, 2019

Mr. Michael Radzik
Police Administrator/Director
Charter Township of Ypsilanti
7200 S. Huron River Drive
Ypsilanti, MI 48197

RE: Proposal for Law Enforcement Center Generator Replacement Assistance
Design and Construction Services

Dear Mr. Radzik:

Thank you for the opportunity to submit this proposal to provide professional engineering design and construction services for the Township. As you know, the Township is interested in replacing the existing 45 KW generator at the Law Enforcement Center with a 300 KW diesel generator. In this proposal, we have outlined the scope and clarifications necessary to seek bids and provide construction services for the Township to address the generator replacement.

PROJECT UNDERSTANDING

In December 2018, our office entered into an agreement with the Township to provide professional design services for a generator replacement at the Law Enforcement Center. In that agreement, OHM Advisors proposed to deliver final plans and bidding documents to secure bids from contractors to provide and install a 300 KW diesel generator. At the time plans and bidding documents were ready for Township review, our office received direction to bid out the procurement of the generator separately from the generator installation. This proposal encompasses the work required to revise the existing bid package and prepare two (2) final plans and bidding documents, administer and assist with the award of both contracts, provide as-needed construction services for each, and assist with project close-outs.

ASSUMPTIONS/CLARIFICATIONS

- ▶ The Township Building Department will inspect the construction.
- ▶ All other tasks added to the scope below can be conducted at an hourly rate or as negotiated between the Township and OHM Advisors (OHM). Additional work will not be conducted prior to Township authorization.



SCOPE

Our scope of professional services includes the following tasks:

Task 1 – Bid Package Assembly & Bidding for Generator Procurement Contract

- Modify existing bid package to only include contract documents and technical specifications for the generator procurement.
- Provide opinion of cost.
- Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN) and issuing pre-construction addenda.
- Attend bid opening and review all received bid packages for completeness. OHM will also provide a technical review of each bid to ensure all generator requirements are met.
- Provide bid tabulation that includes OHM's technical evaluation of each bid, and a recommendation of award to the Owner.
- Attend one (1) meeting with the Owner to review bid tabulation and the technical evaluation.

Task 2 – Bid Package Assembly & Bidding for Generator Installation Contract

- Modify existing bid package to only include contract documents and technical specifications for the generator installation. This will also include incorporating the specifications of the generator from the awarded procurement contract into the installation contract.
- Provide opinion of construction cost.
- Attend a total of two (2) meetings with the Owner to review preliminary and final documents prior to bidding.
- Assist the Owner in the construction bidding/contracting process including: distributing bidding documents on BidNet Direct (formerly MITN), conducting a pre-bid meeting, and issuing pre-construction addenda.
- Attend mandatory pre-bid meeting.
- Attend bid opening and review all received bid packages for completeness.
- Provide bid tabulation to the client and recommendation of award to the Owner.

Task 3 – Construction Administration & Field Observation for Each Contract

Construction administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of each contract from contractor initiation to completion of final punch list items.

- Coordination, scheduling, and conducting of two (2) preconstruction meetings. The Owner will provide a single point of contact for this project.
- Assist with coordination and delivery of the generator and appurtenances with the Owner and Contractor.
- Monitor, evaluate, and provide administrative action to achieve timely processing of shop drawings and product submittals.
- Provide timely responses to field questions, Request for Information (RFI's), Change Order requests, and field memos.
- Attend two (2) progress meetings and record meeting notes.
- Provide as-needed construction inspection (OHM estimates two (2) days of inspection for electrical work).
- Perform as-needed site visits to evaluate the contractor's progress and verify the contractor's request for payments (OHM estimates two (2) site visits).
- Review contractor payments as work is completed.

Task 4 – Project Close-out and Review of As Built Plans / O&M Manual

Project close-out services will begin immediately following when the contractor has identified substantial completion.

- Perform a final site walk through and prepare and distribute a final punch list.



- Ensure contractor has provided all requested operation and maintenance manuals for equipment provided and Owner Training was completed.
- Review as-built plans in accordance with the specifications and follow up with the contractor to incorporate inspector notes and equipment information on the plans.
- Follow up on final documents as required in the contract to be delivered by the contractor to the Township.
- Finalize final contract paperwork necessary to close out the contract and recommend final acceptance to the Township.

COMPENSATION AND SCHEDULE

The above-mentioned services will be performed on an hourly not-to-exceed basis in accordance with the attached Standard Terms & Conditions for a fee broken down by project as follows. The fees below are based on our 2019 Hourly Rates. OHM Advisors will invoice the Charter Township of Ypsilanti for the above stated services on a monthly basis.

| Design Tasks | Fee |
|--------------|-------------|
| Task 1 | \$7,900.00 |
| Task 2 | \$7,500.00 |
| Task 3 | \$16,600.00 |
| Task 4 | \$6,700.00 |

The total fee is estimated to be \$38,700.00. Task 3 is based on two (2) days of inspection and two (2) site visits over the anticipated 4-weeks of construction of this project. Full-time inspection is not provided unless otherwise requested. Additional items not outlined in this proposal can added on a Time & Material basis (hourly).

ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter and initials on the contract terms and conditions will serve as our authorization to proceed.

Thank you for giving us the opportunity to present this proposal to you. We look forward to working with you throughout this project.

OHM ADVISORS
CONSULTANT

Charter Township of Ypsilanti
CLIENT

(Signature)

Matthew D. Parks, P.E.

(Name)

Mr. Michael Radzik

Principal in Charge

(Title)

Police Administrator/Director

(Date)

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
STAN ELDRIDGE
HEATHER JARRELL ROE
MONICA ROSS-WILLIAMS
JIMMIE WILSON, JR.



Supervisor's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 481-0617
Fax: (734) 484-0002
www.ytown.org

TO: Karen Lovejoy Roe, Clerk

FROM: Brenda L. Stumbo, Supervisor *BLS*

DATE: May 15, 2019

RE: Request for authorization to seek quotes to repair the original roof on Civic Center Maintenance Garage

Larry Doe and Carl Girbach are requesting to waive the financial policy to seek three quotes to repair the original roof on the Civic Center Maintenance Garage and authorize the three full time officials to select vendor and sign agreement. The specifications are listed below:

1. Repair leaking Civic Center Maintenance Garage Roof

- Make repairs to existing roof surface where needed, i.e.; torn flashing, rust holes
- Tighten or replace loose or missing fasteners
- Remove disused penetrations and replace metal as needed
- Build up low spots to allow proper drainage of roof
- Sweep and clear remaining debris from roof
- Install elastomeric white coat
- Install elastomeric grey coat
- Install modified asphalt mastic
- Install flexbond polyfiber membrane
- Install modified asphalt mastic
- Install new combination commercial drip edge gutters and downspouts to replace existing gutters and downspouts
- Replace sections of 4' x 4' interior insulation as needed

If you have any questions, please contact Carl Girbach at (734) 325-3819.

tk

cc: Larry Doe
Carl Girbach

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