

SALINE VALLEY FARMS

A Residential Site Condominium
in the Township of York
Washtenaw County, Michigan

December 2014

Successor Developer:
Bank of Ann Arbor
125 S. Fifth Ave.
Ann Arbor, Michigan 48104

Licensed Residential Builder:
Guenther Building Co.
2864 Carpenter Road
Ann Arbor, Michigan 48108

PURCHASER INFORMATION BOOKLET

FOR

SALINE VALLEY FARMS

TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
1. LIST OF DOCUMENTS, RECEIPT AND INFORMATION STATEMENT	
2. SELLER’S SUPPLEMENT TO DISCLOSURE STATEMENT	
ARTICLE 1 INTRODUCTION	6
ARTICLE 2 THE CONDOMINIUM CONCEPT	6
ARTICLE 3 DESCRIPTION OF THE CONDOMINIUM PROJECT	7
ARTICLE 4 LEGAL DOCUMENTS	11
ARTICLE 5 RIGHTS AND OBLIGATIONS BETWEEN THE DEVELOPER AND OWNERS AND BETWEEN SELLER, RESIDENTIAL BUILDER AND A UNIT PURCHASER	12
ARTICLE 6 ESCROW AGREEMENT	13
ARTICLE 7 THE CONDOMINIUM ASSOCIATION	14
ARTICLE 8 BUDGET AND ASSESSMENTS	14
ARTICLE 9 RESTRICTIONS	15
ARTICLE 10 THE DEVELOPER, SELLER AND OTHER SERVICE ORGANIZATIONS	16
ARTICLE 11 INSURANCE	16
ARTICLE 12 POSSIBLE LIABILITY FOR ADDITIONAL ASSESSMENTS BY THE ASSOCIATION	17
ARTICLE 13 PURPOSE OF SELLER’S SUPPLEMENT TO DISCLOSURE STATEMENT	17
PROPOSED FIRST ANNUAL BUDGET	18
3. INITIAL DEVELOPER’S DISCLOSURE STATEMENT	
ARTICLE I INTRODUCTION	1
ARTICLE II THE SITE CONDOMINIUM PROJECT	1
ARTICLE III DESCRIPTION OF THE PROJECT	3
ARTICLE IV LEGAL DOCUMENTATION	5
ARTICLE V THE DEVELOPER	5
ARTICLE VI OPERATION AND MANAGEMENT OF THE PROJECT	6
ARTICLE VII RIGHTS AND OBLIGATIONS BETWEEN DEVELOPER AND OWNERS	11

NOTE: The Documents are separated by colored sheets. Page numbers are internal to each document and not consecutive throughout the book.

DESCRIPTION

PAGE NO.

ARTICLE VIII	LOCAL GOVERNMENT, TAXES AND UTILITY SERVICES	12
ARTICLE IX	PURPOSE OF DISCLOSURE STATEMENT	13
APPENDIX I	PROPOSED ANNUAL BUDGET	14
APPENDIX II	RULES AND REGULATIONS/GRIEVANCE PROCEDURES/LATE FEES	16
4.	SUPERSEDING AND CONSOLIDATING MASTER DEED	
ARTICLE I	DEFINITIONS	2
ARTICLE II	TITLE AND NATURE OF PROJECT	4
ARTICLE III	LEGAL DESCRIPTION	4
ARTICLE IV	COMMON ELEMENTS	5
ARTICLE V	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	8
ARTICLE VI	RIGHTS OF MORTGAGEES	9
ARTICLE VII	DAMAGE TO PROJECT	10
ARTICLE VIII	EASEMENTS	10
ARTICLE IX	RESERVATION OF ACCESS EASEMENTS	11
ARTICLE X	RESERVATION OF UTILITY EASEMENTS	11
ARTICLE XI	FUTURE UTILITY EASEMENTS	11
ARTICLE XII	FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY	12
ARTICLE XIII	EASEMENTS FOR MAINTENANCE, REPAIR OR REPLACEMENT	12
ARTICLE XIV	MICHIGAN RIGHT TO FARM ACT	12
ARTICLE XV	SALINE VALLEY FARMS DRAINAGE DISTRICT	13
ARTICLE XVI	AMENDMENT OR TERMINATION	14
ARTICLE XVII	ASSIGNMENT	16
5.	BYLAWS	
ARTICLE I	ASSOCIATION OF OWNERS	1
ARTICLE II	ASSESSMENTS	1
ARTICLE III	ARBITRATION	7
ARTICLE IV	INSURANCE	8
ARTICLE V	RECONSTRUCTION OR REPAIR	10
ARTICLE VI	RESTRICTIONS	12
ARTICLE VII	MORTGAGES	26
ARTICLE VIII	VOTING	26

NOTE: The Documents are separated by colored sheets. Page numbers are internal to each document and not consecutive throughout the book.

DESCRIPTION

PAGE NO.

ARTICLE IX	MEETINGS.....	28
ARTICLE X	ADVISORY COMMITTEE.....	30
ARTICLE XI	BOARD OF DIRECTORS.....	30
ARTICLE XII	OFFICERS.....	36
ARTICLE XIII	SEAL.....	37
ARTICLE XIV	FINANCE.....	37
ARTICLE XV	INDEMNIFICATION OF OFFICERS AND DIRECTORS.....	38
ARTICLE XVI	AMENDMENTS.....	38
ARTICLE XVII	COMPLIANCE.....	40
ARTICLE XVIII	DEFINITIONS.....	40
ARTICLE XIX	REMEDIES FOR DEFAULT.....	40
ARTICLE XX	RIGHTS RESERVED TO DEVELOPER.....	42
ARTICLE XXI	SEVERABILITY.....	42
6.	CONDOMINIUM SUBDIVISION PLAN	
7.	ARTICLES OF INCORPORATION SALINE VALLEY FARMS ASSOCIATION	
8.	PURCHASE AGREEMENT AND CONSTRUCTION CONTRACT	
9.	ESCROW AGREEMENT	
10.	CONDOMINIUM BUYER'S HANDBOOK	

NOTE: The Documents are separated by colored sheets. Page numbers are internal to each document and not consecutive throughout the book.

SALINE VALLEY FARMS
PURCHASER INFORMATION DOCUMENTS

1. List of Documents Section 84a Receipt and Information Statement.
2. Seller's Supplement to Disclosure Statement.
3. Initial Developer's Disclosure Statement
4. Recorded Superseding and Consolidating Master Deed with recorded Bylaws (Exhibit A) and Superseding Condominium Subdivision Plan.
5. Articles of Incorporation for Saline Valley Farms Association.
6. Purchase Agreement and Building Contract.
7. Escrow Agreement.
8. Condominium Buyer's Handbook

SALINE VALLEY FARMS
INFORMATION BOOKLET
SECTION 84a RECEIPT AND STATEMENT

INFORMATION BOOKLET

Pursuant to Section 84a of the Michigan Condominium Act, as amended (the "Act"), we are furnishing to you at this time copies of the following Condominium Documents relating to Saline Valley Farms (the "Condominium"):

- (a) Superseding and Consolidating Master Deed, Bylaws and Condominium Subdivision Plan for Saline Valley Farms;
- (b) Initial Developer's Disclosure Statement and projected budget;
- (c) Seller's Supplemental Disclosure Statement;
- (d) Articles of Incorporation for Saline Valley Farms Association;
- (e) Purchase Agreement, Construction Contract and Escrow Agreement.
- (f) Condominium Buyers Handbook prepared by the Michigan Department of Licensing and Regulatory Affairs; and

As provided in Section 84 of the Act, your Purchase Agreement cannot become binding until the elapse of nine (9) business days after the date of receipt of the above-referenced documents, including the day of receipt if that day is a business day, unless you voluntarily elect to waive this withdrawal period or proceed to closing at an earlier date. During this period you should be sure to carefully read the accompanying documents which control the operation of the Condominium and explain the nature of the interest which you are purchasing and your relationship with the Condominium project, the Association, other Co-owners and the Developer.

In the event that your Purchase Agreement is amended (either before or after it has been signed) or any of the other Condominium Documents delivered are subsequently amended, such an amendment will not give you any right or time to withdraw in addition to that originally provided in your Purchase Agreement and in the Michigan Condominium Act.

The Information Statement regarding Section 84a is attached to this Receipt.

By signing below please acknowledge receipt of these documents by viewing the documents at the following website: <http://guentherhomes.com/site/resources>.

Alternatively, the documents will be provided to you in a paper format (bound booklet), if you make a request for paper copies at the time you sign this Receipt,.

Receipt of described documents acknowledged
on _____ (insert date):

By: _____
Purchaser sign and print name

By: _____
Purchaser sign and print name

(If more than one person, all must sign)

(see attached Information Statement)

SALINE VALLEY FARMS

INFORMATION STATEMENT

Notice to Purchasers: Paraphrased below are provisions of section 84a of the Michigan Condominium Act ("Act"), which is being submitted to Purchasers to comply with the requirements of the Act. As indicated in the Receipt provided, Purchasers acknowledge that they have reviewed this Statement and have received from RSG Development as developer a copy of the recorded master deed of Saline Valley Farms, and its exhibits (including the Condominium and Corporate Bylaws and the Condominium Subdivision Plan), signed purchase agreement, escrow agreement, Condominium Buyer's Handbook and disclosure statement.

Section 84a of the Act provides in part:

(1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

(a) The recorded master deed.

(b) A copy of a purchase agreement that conforms with section 84 (of the Act), and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.

(c) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145 (of the Act).

(d) A disclosure statement relating to the project containing all of the following:

(i) An explanation of the association of co-owners' possible liability pursuant to section 58 (of the Act).

(ii) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, and residential builder, and residential maintenance and alteration contractor.

(iii) A projected budget for the first year of operation of association of co-owners.

(iv) An explanation of the escrow arrangement.

(v) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.

(vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 (of the Act), and an explanation of the material consequences of expanding the project.

(vii) If the condominium project is a contractible condominium project, an explanation of the contents of the master deed relating to the election to contract the project prescribed in section 33 (of the Act), an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

(viii) If section 66(2)(j) (of the Act) is applicable, an identification of all structures and improvements labeled pursuant to section 66 (of the Act) "need not be built".

(ix) If section 66(2)(j) (of the Act) is applicable, the extent to which financial arrangements have been provided for Completion of all structures and improvements labeled pursuant to section 66 (of the Act) "must be built".

(x) Other material information about the condominium project and the developer that the administrator requires by rule.

(e) If a project is a conversion condominium, the developer shall disclose the following additional information:

(i) A statement, if known, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical, and plumbing systems; and structural components. If the condition of any of the components of the building listed in this subparagraph is unknown, the developer shall fully disclose that fact.

(ii) A list of any outstanding building code or other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.

(iii) The year or years of completion of construction of the building or buildings in the project.

(2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) (of the Act). An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) (of the Act).

(3) At the time the purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.

... [Subparagraph 4 intentionally omitted.]

(5) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(6) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

(7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115 (of the Act. which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages).

SELLER'S SUPPLEMENT TO DISCLOSURE STATEMENT

FOR

SALINE VALLEY FARMS

A Residential Condominium located in
York Township, Washtenaw County, Michigan

Initial Developer: Saline Valley Farms, Ltd
York Valley Farms, Ltd.
26573 Dundee Street
Huntington Woods, MI 48070

Successor Developer: Bank of Ann Arbor
125 S. Fifth Ave.
Ann Arbor, MI 48104

Seller of Certain Units and
Licensed Residential
Builder: Guenther Building Co.
2864 Carpenter Road
Ann Arbor, MI 48103

The effective date of this Disclosure Statement is December, 2014.

SALINE VALLEY FARMS IS A 95 UNIT RESIDENTIAL CONDOMINIUM LOCATED IN YORK TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

GUENTHER BUILDING CO. AS THE SELLER OF CERTAIN UNITS ("SELLER") AND THE RESIDENTIAL BUILDER FOR CERTAIN UNITS, IS PROVIDING PROSPECTIVE PURCHASERS OF CERTAIN UNITS IN SALINE VALLEY FARMS (REFERRED TO AS THE "CONDOMINIUM" OR "PROJECT") THIS SUPPLEMENT TO DISCLOSURE STATEMENT PREPARED BY SELLER. SELLER HAS NOT INDEPENDENTLY VERIFIED ANY FACTS OR BUDGET INFORMATION PROVIDED BY SALINE VALLEY FARMS, LTD. AND YORK VALLEY FARMS, LTD., AS THE INITIAL DEVELOPER, BANK OF ANN ARBOR, AS THE SUCCESSOR DEVELOPER ("DEVELOPER") OR THE SALINE VALLEY FARMS ASSOCIATION ("ASSOCIATION") AND CANNOT VOUCH FOR THEIR ACCURACY.

PURSUANT TO THE MICHIGAN CONDOMINIUM ACT SELLER IS PROVIDING PROSPECTIVE PURCHASERS OF CERTAIN UNITS IN THE PROJECT WITH THIS SUPPLEMENT TO DISCLOSURE STATEMENT ALONG WITH THE ASSOCIATION BUDGET PREPARED BY THE ASSOCIATION. SELLER HAS OBTAINED THIS BUDGET FROM THE ASSOCIATION AND CANNOT VOUCH FOR ITS ACCURACY.

THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO BE FILED, AND CONSEQUENTLY HAS NOT BEEN FILED WITH THE MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, P.O. BOX 30018, LANSING, MICHIGAN 48909, NOR HAS THE DEPARTMENT UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT OR TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS PROJECT.

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

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

SELLER’S SUPPLEMENT TO DISCLOSURE STATEMENT

SALINE VALLEY FARMS

(A RESIDENTIAL CONDOMINIUM)

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. INTRODUCTION	5
2. THE CONDOMINIUM CONCEPT	5
3. DESCRIPTION OF THE CONDOMINIUM PROJECT	6
3.1 Size, Scope and Physical Characteristics of Project	6
3.2 Utilities	6
3.3 Private Roads	7
3.4 Water Service and Sewage Disposal Service	7
3.5 Easements for Adjacent Land	8
3.6 Reserved Rights of the Developer, Association, and Seller	8
3.7 Storm Water Drainage Facilities	8
3.8 Drainage District and Easement	9
3.9 Wetland Preserves	9
3.10 Preservation Zones	9
3.11 General	10
3.12 Residential Use	10
4. LEGAL DOCUMENTS	10
4.1 General; Ownership; Residential Builder	10
4.2 Master Deed	10
4.3 Bylaws	10
4.4 Condominium Subdivision Plan	11
5. RIGHTS AND OBLIGATIONS BETWEEN THE DEVELOPER AND OWNERS AND BETWEEN SELLER, RESIDENTIAL BUILDER AND A UNIT PURCHASER	11
5.1 Before Closing	11
5.2 At Closing	11
5.3 After Closing; Warranties; Arbitration	11
6. ESCROW AGREEMENT	12
7. THE CONDOMINIUM ASSOCIATION	13

8. BUDGET AND ASSESSMENTS	13
9. RESTRICTIONS	14
9.1 Residential Use.....	14
9.2 Leasing.....	14
9.3 Architectural Control.....	14
9.4 Water Quality	14
9.5 Sewage Disposal.....	14
9.6 Storm Water Maintenance Plan.....	14
9.7 Wetlands	14
9.8 Pets	14
9.9 Nuisance.....	14
9.10 Fences.....	14
9.11 Swimming Pools.....	14
9.12 Mail Boxes	15
9.13 Recreational/Commercial Vehicles	15
9.14 Rules and Regulations	15
10. THE DEVELOPER, SELLER AND OTHER SERVICE ORGANIZATIONS.....	15
10.1 The Developer’s Background and Experience.....	15
10.2 The Seller’s Background and Experience	15
10.3 Builder; Broker.....	15
10.4 Management.....	15
11. INSURANCE	15
11.1 Title Insurance	15
11.2 Other Insurance.....	16
12. POSSIBLE LIABILITY FOR ADDITIONAL ASSESSMENTS BY THE ASSOCIATION	16
13. PURPOSE OF SELLER’S SUPPLEMENT TO DISCLOSURE STATEMENT	16
14. PROPOSED ANNUAL BUDGET).....	18

SELLER'S SUPPLEMENT TO DISCLOSURE STATEMENT

SALINE VALLEY FARMS

(A RESIDENTIAL CONDOMINIUM)

1. INTRODUCTION

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (together called the "Condominium Act" or "Act").

This Seller's Supplement to Disclosure Statement and copies of the legal documents required for the creation and operation of this Condominium Project, are furnished to each purchaser pursuant to the requirement of Michigan law. The terms used in this Disclosure Statement have the same meaning as the same terms used in the Master Deed.

2. THE CONDOMINIUM CONCEPT

A Condominium is a method of subdividing, describing and owning real property. A Condominium Unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to restrictions contained in the Condominium Documents or as otherwise may be applicable to the Project.

Each Owner receives a deed to the Owner's individual Condominium Unit. Each Owner owns, in addition to the Owner's Unit, an undivided interest in the common areas and facilities ("Common Elements") which comprise the Project. Title to the Common Elements is included as part of, and is inseparable from, title to the individual Condominium Units. Each Owner's proportionate share of the Common Elements is determined by the percentage of value assigned to the Owner's Unit in the Master Deed.

All portions of the Project not included within the Units constitute the Common Elements. Limited Common Elements are those Common Elements that are set aside for use by less than all Unit Owners. The Limited Common Elements consist of certain easements and utilities serving a Co-Owner's Unit. General Common Elements are those Common Elements that serve or are designed for use by all Unit Owners. The General Common Elements consist of the land, utilities, areas and easements serving the Project in general.

The Condominium Project was initially established and developed by the Initial Developer and the Consolidating Master Deed for the Condominium has been prepared by the Successor Developer. Guenther Building Co. is now the Seller of certain Units in the Project. Guenther Building Co. is also the licensed residential builder for construction of residences on Units being sold by Seller ("Residential Builder").

The Project is administered generally by a non-profit corporation known as Saline Valley Farms Association.

Real property taxes and assessments are levied individually against each Unit in the Project. The separate taxes and assessments cover the Unit and its proportionate share of the Common Elements. No taxes or assessments are levied independently against the Common Elements.

Saline Valley Farms is different from traditional residential Condominium Projects because the Condominium Units in this Project consist of only the individual building sites on which residential dwellings and other improvements may be built, and the Common Elements do not include the residential dwellings. Each Condominium Unit consists of only the land within the perimeter of a Condominium Unit, and any improvements, including the residential dwelling constructed on the land within the Unit, that are not designated as General Common Elements.

Each Owner holds an absolute and undivided title to the Owner's Unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as Common Elements). Unlike the traditional residential Condominium Project, each Owner of a Unit also will be responsible for maintaining fire and extended coverage insurance on the Owner's Unit and the dwelling and other improvements located on the Unit and appurtenant to it, as well as personal property, liability and other personal insurance coverage and insurance on personal property and fixtures within the Owner's Unit. The Association will maintain only liability insurance coverage for occurrences on the General Common Elements and such other insurance on the General Common Elements and otherwise as is specified in the Condominium Documents.

Although the foregoing is generally accurate as applied to most residential Condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Saline Valley Farms Purchaser Information Booklet, as well as any other documents that have been delivered to the purchaser in connection with this Project. Any purchaser having questions pertaining to the legal aspects of the Project is advised to consult a lawyer or other professional advisor.

There are no Recreational Facilities within Saline Valley Farms.

3. DESCRIPTION OF THE CONDOMINIUM PROJECT

3.1 Size, Scope and Physical Characteristics of Project. Saline Valley Farms is located in York Township, Washtenaw County, Michigan. The Master Deed includes 95 Condominium Units. A more detailed description of the development is found in the Condominium Subdivision Plan which is attached to the Master Deed. Each Unit consists only of the land within the perimeter of the Unit boundaries. Seller is selling only certain Units in the Condominium.

3.2 Utilities. The Project is served by private water, sanitary and storm sewers, and public gas, electric, cable and telephone service. Gas service is furnished by DTE Energy, electric service by DTE Energy, telephone service is provided by Verizon, and cable service is provided by Comcast. Utilities will be metered to each Unit and paid for directly by the Owner

of the Unit. Units will be served by sanitary sewer and water by Saline Valley Farms Water and Sewer Agency, Inc.

3.3 Private Roads. The roads in the Project are private roads and the Association shall be responsible for insurance, maintenance, repair and replacement of the roads in the Project, including snow removal, and the cost of such insurance, maintenance and repair will be assessed to the Owners.

3.4 Water Service and Sewage Disposal Service. Each Unit is served by private water and sewage disposal systems operated by the Saline Valley Farms Water and Sewer Agency Inc. As described in the Master Deed and Bylaws, each Unit is subject to a fifteen foot (15') wide private easement to the Saline Valley Farms Water and Sewer Agency Inc. ("Agency") for the sewer leads, grinder pump station and electric line serving the Unit, and a ten foot (10') wide easement to the Agency for the water lead connecting to the community water system. There are no individual wells or septic systems on the Units. All improvements made on Units that require the use of potable water and sewage disposal shall be connected to the community water and sewage disposal systems owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and the owners of said units shall pay all charges billed with regard thereto. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, or other ground or surface waters within Saline Valley Farms shall be installed, constructed or operated within Saline Valley Farms, except that the Developer and the Association shall have the right to draw water from such sources for the purpose of irrigating the general common elements. The owner of each unit on which a residence has been constructed shall be responsible for payment of all appropriate charges or fees made by the Agency for the use of the water distribution and wastewater treatment system services and payment of appropriate charges or assessments to be made into the perpetual escrow fund, as required by the Michigan Department of Environmental Quality. In addition, each unit owner shall be responsible for the costs of maintenance, repair and replacement of water and sewer leads to each respective unit and the sanitary sewage pumping or treatment facility appurtenant to each unit, together with a joint and several liability through their obligation to pay fees and assessments levied by the Agency that shall be borne by all owners together, with regard to the continued operation of the potable water wells, water distribution and wastewater treatment systems serving all units in the Project. All owners acknowledge, by their purchase of a unit in the Project, that the Agency has the authority to assess a use fee to the owner of each unit to be paid in quarterly payments based upon the gallons of water used by each unit and subsequently discharged into the sanitary sewer system and to develop a reserve account within which to build up an escrow fund to be used for maintenance, repair and replacement of such utility systems. By such usage each owner grants the Agency the right and authority to disconnect such water service to a unit in the event of a delinquency in the payment for such usage and to record a lien for such delinquency against the interest of the owner of said unit with the Washtenaw County Register of Deeds that will be junior in security only to real property taxes and prior first mortgages of record. The Agency shall have the same rights to foreclose said liens as are granted to first mortgagees by the statutes of the State of Michigan. Water softeners shall not be installed within dwellings discharging into the Saline Valley Farms sewage treatment system owned and operated by Agency.

3.5 Easements for Adjacent Land. The Condominium Project is subject to easements granted and reserved by Developer, the Association and the Agency for use of the roads and utilities in the Condominium to serve the land owned by Agency and certain other land owned by Developer adjacent to the Condominium. The cost of road and utility construction shall be paid by the party undertaking such construction, and maintenance costs shall be shared equitably by the owners using such roads or utilities.

3.6 Reserved Rights of the Developer, Association, and Seller.

3.6.1 Sole Right to Approve Improvements. No dwelling or other improvement in the Project may be constructed until the Developer (and the Seller as to certain Units) approves the plans and specifications for the improvement.

3.6.2 Conduct of Commercial Activities. The Seller has reserved the right to maintain on the Condominium a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Project. The Seller is obligated to restore the areas so used to habitable status upon termination of such use.

3.6.3 Right to Amend. The Developer has reserved certain rights to amend Master Deed and Exhibits without approval from Owners and mortgagees unless such amendment would materially change the rights of an Owner or mortgagee in which case the amendment may be made only with the approval of sixty-six and two-thirds percent (66 2/3%) of the Owners and first mortgagees.

3.6.4 Easements.

3.6.4.1 For Maintenance, Repair and Replacement. The Developer, Seller and the Association have certain reserved easements over the Condominium Project (including all Units and Common Elements) as may be required to perform any of their maintenance, repair or replacement rights.

3.6.4.2 For Use of Utilities. The Developer and the Association have certain reserved rights to grant easements for utilities to appropriate governmental agencies or utility companies and transfer title of utilities to state, county or local governments.

3.6.4.2 For Use of Roads. The Developer, Seller and the Association, have certain reserved easements and right of use over the roads in the Project for the purpose of ingress and egress to and from all or any portion of the Condominium.

3.7 Storm Water Drainage Facilities. Storm Water Drainage Facilities, including easements, have been established to assure the perpetual functioning of the storm water drainage system of the Condominium, as shown generally on Exhibit B. No modification, use or occupancy of such areas is allowed without the prior written approval of the Association and

applicable governmental authorities. The Storm Water Drainage Facilities are subject to a Maintenance Plan, as further described in the Bylaws.

3.8 Drainage District and Easement. The Project is subject to a Drainage District and related Easements with the Washtenaw County Water Resources Commissioner (“WCWRC”) for the Saline Valley Farms Drainage District, as more fully described in Article XV of the Master Deed. Drainage Easements are established over and across the drainage easement portions of the Project as set forth on Exhibit B to the Master Deed for the purpose of construction, repair and maintenance of the drainage facilities and the storm drains. WCWRC may enter on to the Condominium to construct, repair and maintain the Drainage Easement and the Drain. Under the Drainage District Agreement, each Unit Owner can be assessed for costs incurred by the WCWRC in maintaining, repairing and replacing the Drain and the drainage facilities serving the Project.

3.9 Wetland Preserves. Private wetland preserves are located on the general common elements in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit “B.” The wetland preserves have been designated by the Developer to serve as permanent natural open space areas and the natural topography, vegetation, wildlife habitat, and ecological character and nature of the wetland preserves, having been deemed assets worthy of preservation, shall remain intact and undisturbed to the extent possible. Construction of buildings, or other structures, in the wetland preserves is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in or within twenty-five (25) feet of the wetland preserves, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. Storage or dumping of any items or materials, including but not limited to vehicles, structures, building materials, trash, or refuse, is prohibited on the wetland preserves. The Association shall be responsible for maintaining the wetland preserves in a proper manner as may be required to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the areas.

3.10 Preservation Zones. Preservation zones consisting of woodlands located in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit “B.” The preservation zones shall serve as permanent natural open space and the natural topography and vegetation shall remain undisturbed. The existing topography, vegetation, wildlife habitat, and ecological character and nature of the preservation zones, having been deemed assets worthy of protection, shall remain intact and undisturbed to the extent possible. The Association and all owners shall recognize that the Township of York has an interest in the preservation zones as set forth in the approved project plan and no changes shall be made, without approval from the Association and the Township of York, if said changes would affect the project plan as approved. Any such change shall not diminish the portion of the preservation zones located within the woodlands. Cutting or clearing of vegetation, other than poisonous or invasive species, and dead or diseased trees, is prohibited. Storage or dumping of any items or materials of any kind, including but not limited to vehicles, structures, building materials, trash, yard wastes, or refuse, is prohibited on the preservation zones. Construction of buildings, roads, or other such structures, other than wood chip or mowed nature trails no wider than five (5) feet for pedestrian access on the preservation zones is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in the

preservation zones, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. The Saline Valley Farms Association shall be responsible for maintaining the preservation zones in a proper manner as may be required to maintain access to them through nature trails and to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the preservation zones.

3.11 General. In the Condominium Documents and in the Condominium Act, certain rights and powers are granted or reserved to the Initial Developer that have been assigned to Seller and the Residential Builder to facilitate the development and sale of the Project as a Condominium, including the power to approve or disapprove a variety of proposed acts and uses.

3.12 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. No Co-owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

4. LEGAL DOCUMENTS

4.1 General; Ownership; Residential Builder. Saline Valley Farms was established as a Condominium Project pursuant to the Master Deed and Consolidating Master Deed recorded in the Washtenaw County Records ("Master Deed"). The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B. Guenther Building Co. is the Seller of certain units in Saline Valley Farms and the licensed residential builder that will construct residences on certain Units. At the closing of the sale of a Unit and residence, Guenther Building Co. will convey the Unit and completed residence to the Purchaser.

4.2 Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the Condominium Project, a general description of the Units and Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the Common Elements. Article IV describes the General Common Elements. Article V describes the Units. Articles VIII, IX, X, XI, XII and XIII cover easements. Article XVI covers the provisions of amending the Master Deed. Article XIV describes the Michigan Right to Farm Act, and the rights of farm operations on areas near the Project. Article XVII provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or Bylaws.

4.3 Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the Condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the Condominium Project. Article VI contains certain restrictions upon the ownership, occupancy and use of the Condominium Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the Common Elements. The Bylaws are the bylaws of the Condominium and the Association.

4.4 Condominium Subdivision Plan. The Condominium Subdivision Plan (also known as Exhibit B of the Master Deed) is a survey and plan depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

5. RIGHTS AND OBLIGATIONS BETWEEN THE DEVELOPER AND OWNERS AND BETWEEN SELLER, RESIDENTIAL BUILDER AND A UNIT PURCHASER

5.1 Before Closing. Any obligations of Developer or the Association to Owners are set forth in the Master Deed, the Exhibits to the Master Deed and the Articles of Incorporation of the Association. The obligations of Seller and the purchaser of a Condominium Unit in the Project from Seller prior to closing are set forth in the Purchase Agreement and Construction Contract and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as “MUST BE BUILT” on the Condominium Subdivision Plan until such improvements are substantially complete. The Condominium Subdivision Plan provides that all utilities and roads shown on the Condominium Subdivision Plan “HAVE BEEN BUILT.” Funds retained in escrow pertaining to the Unit are not to be released to the Seller (except in the event of purchaser’s default or as otherwise provided in the Purchase Agreement) until issuance of a Certificate of Occupancy, if applicable, and conveyance of title to the Condominium Unit to a purchaser and confirmation by the escrow agent that any improvements labeled “MUST BE BUILT” are substantially complete, or adequate security provided therefore.

5.2 At Closing. Each purchaser from Seller will receive by warranty deed, fee simple title to the purchaser's Unit, subject to no liens or encumbrances other than those provided by the Condominium Documents and those other easements, rights-of-way, restrictions and other matters as are specifically set forth in the Condominium Documents and title insurance commitment.

5.3 After Closing; Warranties; Arbitration

5.3.1 General. Subsequent to the purchase of the Unit, relations between the Developer, the Association and the Owner are governed by the Master Deed and the Condominium Act. Subsequent to the purchase of the Unit relations between Seller and a purchaser from Seller will be governed by any provisions of the purchase agreement that are intended to survive the closing.

5.3.2 Condominium Project Warranties. According to the Purchase Agreement between Seller and a purchaser, Seller makes no representations or warranties express or implied with respect to the residence or Unit except as set forth in the Limited Warranty attached to the Purchase Agreement. Express warranties are not provided unless specifically stated in the Purchase Agreement. With respect to the residences to be constructed on the Units, Guenther Building Co., as the Licensed Residential Builder provides the following limited warranty: Express warranties are not provided unless

specifically stated in the Purchase Agreement. The only warranty provided by Residential Builder is the Limited Warranty provided with the Purchase Agreement (“Limited Warranty”). The Limited Warranty provides that for a period of one (1) year beginning on the Closing Date, Residential Builder warrants that the residence will be free from defects due to faulty workmanship or material (“Latent Defects”), subject to the terms, limitations, and exclusions set forth in the Limited Warranty. “Latent Defects” are limited to those defects which are not apparent at the time of Purchaser’s pre-occupation inspection of the residence, but which become apparent and which are reported to Residential Builder in writing prior to expiration of the warranty period. The Limited Warranty specifically excludes incidental and consequential damages and damage to personal property or contents of any home, including but not limited to collateral damage from water leakage. Excluded from the Limited Warranty are any damages caused by mold, or by some other microbial or other agent that may be associated with defects in construction including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effect. Under the Limited Warranty the Builder shall repair or replace, at Residential Builder’s option, faulty workmanship or material pursuant to the Customer Service Procedure set forth in the Limited Warranty after receipt of written notice from purchaser. There are exclusions from coverage under the Limited Warranty, including certain exclusions related to grouting, shrinkage and settlement, normal wear and misuse, leaks, appliances and equipment, paint, certain modifications and alterations, ceramic tile, door warpage, humidity and condensation, air infiltration, fire places, basement walls, cement flat work, HVAC noises, wood floors, sump pumps and basement drains, ice dams, exterior caulking and cabinet adjustments as set forth in the Limited Warranty. THE EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF BUILDER, EITHER EXPRESS OR WHICH MAY BE IMPLIED BY LAW, INCLUDING ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (COLLECTIVELY THE “IMPLIED WARRANTY”), ALL OF WHICH ARE EXCLUDED. THE LIMITED WARRANTY INURES ONLY TO THE BENEFIT OF THE PURCHASER WHO HAS SIGNED AND APPROVED THE LIMITED WARRANTY. THE WARRANTY DOES NOT EXTEND TO INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5.3.3 Arbitration. The Purchase Agreement contains a provision permitting the purchaser to elect to arbitrate a dispute under the Purchase Agreement if the amount claimed by the purchaser in such dispute is less than \$2,500.00. The Purchase Agreement also contains other arbitration provisions. For more information, see the Purchase Agreement.

6. ESCROW AGREEMENT

The Seller has entered into an Escrow Agreement with American Title Company of Washtenaw which provides that all deposits made under Purchase Agreements for the purchase of a Unit being sold by Seller be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase

Agreement if it takes place within nine (9) business days after the purchaser has received all of the Condominium Documents (unless the purchaser waives such withdrawal right), or if the Purchase Agreement is conditioned upon obtaining a mortgage and purchaser is unable to do so. The Purchase Agreement may also contain other conditions for termination, as set forth therein. The Escrow Agreement also provides that a deposit will be released if the purchaser defaults on any obligation under the Purchase Agreement after the Purchase Agreement has become binding upon the purchaser. The Escrow Agreement also provides that deposits will be released when the Escrow Agent has received certification from an engineer or architect that any structures or improvements on the Condominium Plan that are labeled "MUST BE BUILT," are substantially complete.

7. THE CONDOMINIUM ASSOCIATION

The common affairs of the Co-Owners and all matters relating to the Common Elements of the Condominium will be managed by the Saline Valley Farms Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a Unit, the purchaser will also become a member of the Saline Valley Farms Association. The manner in which the Saline Valley Farms Association will be run by its members, its officers and its Board of Directors is set forth in the Condominium Documents which are included with each purchaser's information book.

Voting rights are set forth in detail in Article VIII of the Condominium Bylaws and these provisions should be carefully reviewed. All of the Co-Owners of a Unit are entitled to only one vote at meetings of their respective Association for each Unit owned, and the value of the vote as to each Unit is equal.

8. BUDGET AND ASSESSMENTS

The budget required to conduct the business of the Saline Valley Farms Association has been estimated by the Developer. A copy of the estimated budget is attached to the Developer's Disclosure Statement. The Condominium assessments charged to owners of Units are based upon this budget; however, it must be kept in mind that this is an estimate only, and there can be no guarantee that the budget will be sufficient to meet the expenses of the Saline Valley Farms Association. It is normal for such expenses to increase on a regular basis. The Saline Valley Farms Association's only source of revenue to fund its budget is the assessment of its members. Each Unit Owner will be subject to an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the Master Deed. The annual assessments of the Saline Valley Farms Association must be paid by each Co-Owner of Units in annual installments in advance or as determined by the Board of Directors. In the event that the Saline Valley Farms Association incurs expenses which are not anticipated in the budget, the Saline Valley Farms Association may also levy special assessments to cover such expenses. Any special assessments will be allocated to the Co-Owners of Units in accordance with the percentages of value stated in the Master Deed. The Developer and Seller will not pay assessments but will pay a proportionate share of the current maintenance costs related to Units owned by the Developer or Seller.

9. RESTRICTIONS

Article VI of the Condominium Bylaws contains comprehensive restrictions on the use of the Condominium Units and the Common Elements. It is impossible to paraphrase these restrictions without the risk of omitting some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a summary of some of the more significant restrictions as follows:

9.1 Residential Use. Units are to be used for private residential purposes only, including construction of residences.

9.2 Leasing. No owner may lease less than the entire Unit and the lease must be only for single family residential use. An Owner must disclose the intention to rent or lease a Unit and provide a copy of the exact lease form to the Association at least ten (10) days before presenting a lease or otherwise agreeing to grant possession of a Unit to a potential lessee. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate the provisions of the Condominium Documents. If no lease form is used then the Owner shall supply the Association with the name and address of the potential lessee and the rental rate and due dates. Developer may lease Units owned by it without compliance with these restrictions.

9.3 Architectural Control. All improvements made within a Unit, including landscaping and construction of a residence or other structure, must be approved by the Developer and the Association in accordance with Article VI of the Bylaws (or Seller as to certain Units).

9.4 Water Quality. The water supply to each Unit is provided by the Agency as described in Section 3.5 above.

9.5 Sewage Disposal. The sewage disposal for each Unit is provided by the Agency as described in Section 3.5 above.

9.6 Storm Water Maintenance Plan. The Association is responsible for maintenance of the Storm Water Drainage Facilities in compliance with the Storm Water Maintenance Plan attached to the Bylaws.

9.7 Wetlands. Private wetland preserves are located on certain Units and General Common Elements as shown on Exhibit B, which areas are to remain undisturbed.

9.8 Pets. Only domestic pets may be kept, and the number of pets is limited to 3.

9.9 Nuisance. No Co-Owner shall create a nuisance or annoyance.

9.10 Fences. There are limitations on fences.

9.11 Swimming Pools. All swimming pools must be below grade.

9.12 Mail Boxes. Mail boxes must be of similar size.

9.13 Recreational/Commercial Vehicles. Trailers, motor homes, commercial vehicles and other vehicles not used for personal transportation may only be parked or stored in the Unit garage.

9.14 Rules and Regulations. The Association may impose reasonable regulations in addition to the regulations in the Condominium Bylaws.

10. THE DEVELOPER, SELLER AND OTHER SERVICE ORGANIZATIONS

10.1 The Developer's Background and Experience. Seller has no information on the Initial Developer's experience or the experience of the Successor Developer.

10.2 The Seller's Background and Experience. The Seller has constructed homes in Copper Meadows, Thistle Down Farms and other developments. Seller's affiliate is developing Hartman Farms and has developed The Village at Plum Grove in Raisinville Township and The Park at Plum Groves in Raisinville Township. Developer has also developed North Meadows, a residential site condominium in Webster Township, the Harvest Ridge condominium project in the Village of Clinton, and Huron Pines in Green Oak Township.

10.3 Builder; Broker. The licensed residential builder for Units in Saline Valley Farms owned by Seller is Guenther Building Co., a Michigan corporation, whose address is 2864 Carpenter Road, Ann Arbor, Michigan 48108. Builder has developed or sold Units and residences in the following condominium projects: Foxfire, Arbor Hills, Oakbrook Condominium and Oakbrook Villas in the City of Ann Arbor, Hay Creek and Saddlebrook in Livingston County, Hidden Woods and Hickory Creek in Webster Township, Inverness Woods in Dexter Township, Brassow Woods in Lodi Township, and Island Hills Estates in Dexter and Lima Township. The real estate broker involved in the Project is Guenther Homes, Inc. which is an entity related to Seller. The address for Guenther Homes, Inc. is 2864 Carpenter Road, Ann Arbor, Michigan 48108. Guenther Homes, Inc. has experience in the same projects as Builder and Seller.

10.4 Management. At this time, the Saline Valley Farms Association has not entered into a contract with a management company to manage the Condominium Association. The Bylaws permit the Saline Valley Farms Association to enter into a management agreement, but professional management is not required by the Condominium Documents.

11. INSURANCE

11.1 Title Insurance. The Purchase Agreement provides that the Seller will furnish each purchaser a title commitment for an owner's title insurance policy issued by American Title Company of Washtenaw prior to closing, and that the policy itself will be provided within a reasonable time after closing. Each purchaser should review the title insurance commitment with a qualified advisor of his or her choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

11.2 Other Insurance. The Condominium Documents require that the Association carry liability insurance and any other insurance the Association shall deem applicable, desirable or necessary, including fire and extended coverage insurance on the General Common Elements. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each Co-Owner's pro rata share of the annual Association insurance premiums is included in the Association assessments. The Association's insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the Condominium Project will be furnished to each Co-Owner upon request.

Each Owner must obtain fire, extended coverage, vandalism and malicious mischief insurance coverage at the Owner's expense upon the Owner's Unit and the dwelling and structures constructed on the Unit, any and all improvements, personal property and upgrades located within or upon such Unit, and any appurtenant Limited Common Elements. It is also each Owner's responsibility to determine by personal investigation or from such Co-Owner's insurance advisors the nature and extent of insurance coverage needed, to obtain insurance coverage for the dwelling, structures and improvements constructed on the Unit and the Owner's personal property and the upgrades, fixtures, appliances, equipment and trim located within the Owner's Unit or elsewhere on the Condominium, and any appurtenant Limited Common Elements, and for the Owner's personal liability for occurrences within the Owner's Unit or upon Common Elements, and also for alternative living expense in the event of fire or other casualty. The Association shall have no responsibility for obtaining such coverages.

12. POSSIBLE LIABILITY FOR ADDITIONAL ASSESSMENTS BY THE ASSOCIATION

It is possible for Co-Owners to become obligated to pay a percentage share of assessment delinquencies incurred by other Co-Owners. This can happen if a delinquent Co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is re-allocated to all the Co-Owners, including the first mortgagee, in accordance with the percentages of value in the Master Deed. Article II, Section 6 of the Condominium Bylaws provides in part:

“Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.”

13. PURPOSE OF SELLER'S SUPPLEMENT TO DISCLOSURE STATEMENT

Seller's Supplement to Disclosure Statement was prepared in compliance with the Michigan Condominium Act. This statement paraphrases various provisions of the Condominium Documents, including the Purchase Agreement, Escrow Agreement, and Master Deed. This statement only highlights certain provisions of such documents and by no means contains a complete statement of all of the provisions of those documents which

may be important to purchasers. In an attempt to be more readable, this statement omits most legal phrases, definitions and detailed provisions of the other documents. This statement is not a substitute for the legal documents from which it draws information, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this statement should be carefully reviewed by prospective purchasers, and it is advisable to have professional assistance in making this review.

Seller has prepared this Supplement to Disclosure Statement in good faith and in reliance on sources of information believed to be accurate in an effort to disclose material facts about Saline Valley Farms. However, the Seller disclaims liability to any purchaser for misstatements herein to Disclosure Statement (or for omissions which make statements herein appear misleading) if such misstatements were made by the Seller in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser. The Seller is providing each purchaser a copy of The Condominium Buyers Handbook. This handbook was prepared by the Michigan Department of Licensing and Regulatory Affairs, and the Seller accepts no responsibility for its contents.

Each purchaser is urged to engage a competent lawyer or other advisor in connection with the purchaser's decision to purchase a Unit from Seller. In accepting title to a Unit from Seller, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Seller's Supplement to Disclosure Statement. In preparing this Seller's Supplement to Disclosure Statement, Seller's counsel has not undertaken professional responsibility to the Association or to any owners or mortgagees for the completeness, accuracy, or validity of the Condominium Documents.

14. PROPOSED ANNUAL BUDGET. (SEE DEVELOPER'S DISCLOSURE STATEMENT) \$900 per Unit per year

DISCLOSURE STATEMENT

SALINE VALLEY FARMS, a site condominium

Original Developer: Saline Valley Farms, Ltd., and
York Valley Farms, Ltd.
26573 Dundee Street
Huntington Woods, Michigan 48070

Successor Developer: Saline Valley Farms Development, L.L.C.
P.O. Box 577
Saline, Michigan 48176
734-429-4200

Saline Valley Farms is a ninety-five (95) residential unit single-family building site project which may be further expanded to a total of three hundred forty-one (341) residential units in size. Each building site constitutes a unit.

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

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

Effective date: March 15, 2006.

SALINE VALLEY FARMS, a site condominium

Table of Contents

	<u>Page</u>
I. INTRODUCTION	1
II. THE SITE CONDOMINIUM PROJECT	1
III. DESCRIPTION OF THE PROJECT	3
A. General	3
B. Private Roads	3
C. Utilities	3
D. Recreational Facilities	3
E. Reserved Rights of Developer	3
IV. LEGAL DOCUMENTATION	5
A. General	5
B. Master Deed	5
C. By-Laws	5
D. Condominium Subdivision Plan	5
V. THE DEVELOPER	5
A. Developer's Background and Experience	5
B. Legal Proceedings Involving the Project or the Developer	6
VI. OPERATION AND MANAGEMENT OF THE PROJECT	6
A. The Association	6
B. Percentages of Value	7
C. Project Finances	7
D. Association Management Contract	8
E. Insurance	8
F. Restrictions on Ownership, Occupancy and Use	9
VII. RIGHTS AND OBLIGATIONS BETWEEN DEVELOPER AND OWNERS	11
A. Before Closing	11
B. At Closing	11
C. After Closing	12
VIII. LOCAL GOVERNMENT, TAXES AND UTILITY SERVICE	12
A. Local Government	12
B. Real Property Taxes	12
C. Building Inspections	12
D. Utilities	12
IX. PURPOSE OF DISCLOSURE STATEMENT	13
APPENDIX I PROPOSED ANNUAL BUDGET	14
APPENDIX II RULES AND REGULATIONS	16
Grievance Procedure	17
Late Fees	18

DISCLOSURE STATEMENT

SALINE VALLEY FARMS, a site condominium

I. INTRODUCTION

Condominium development in Michigan is governed largely by statute. Prior to July 1, 1978, condominium development was regulated under Act 229 of the Michigan Public Acts of 1963, and since that date has been governed by Act 59 of the Michigan Public Acts of 1978 (the Michigan Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a building site condominium project disclose to prospective purchasers the characteristics of the units which are offered for sale.

II. THE SITE CONDOMINIUM PROJECT

A site condominium is a method of subdividing, describing and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased subject only to such restrictions as are contained in the project documents.

Each owner receives a warranty deed to his individual unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual units. Each owner's proportionate share of the common elements is equal.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The desire to create and maintain a high quality project dictates that certain restrictions and obligations be imposed on each owner for the mutual benefit of all owners. Such restrictions and obligations are contained in the By-Laws which are recorded as part of the Master Deed. All of the project documents are prepared with the goal of allowing each owner a maximum amount of individual freedom and discretion without allowing any one owner to infringe upon the rights and interests of the group at large. All owners and residents must be familiar with and abide by such documents if a project is to be an enjoyable place to live.

The management and administration of a project is the responsibility of the Association, which is a non-profit corporation of which all owners automatically are members. One of the primary tasks of the Board of Directors of any Association is to enforce the provision requiring each owner to pay annual assessments to the Association to meet expenses of administration of the project. Pursuant to the provisions of Michigan law and the Condominium documents, such assessments constitute a lien against the owner's unit and, in the event an owner fails to pay the annual assessments attributable to his unit, the Board of Directors may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the project documents and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

Except for the year in which the project is established or, in the case of units added to a project by amendment to the Master Deed, the year in which any such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an amendment adding units is recorded, the taxes and assessments for the units covered by the Master Deed or expansion amendment usually are billed to the Developer and are paid by the owners of such units in equal portions.

Saline Valley Farms is different from most residential condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements do not include the residential dwellings and other improvements to be constructed on the sites. Each condominium unit consists of only the land and air space included within the perimeter of a condominium unit, both above and below the ground elevation. In the more traditional form of condominium project, the units consist of the air space enclosed within each of the dwelling units and the common elements include the exterior structural components of the residential dwellings. In Saline Valley Farms, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). Unlike the usual residential condominium project, each owner in this project will be responsible for maintaining "all risk" insurance coverage on his unit and the dwelling and other improvements located thereon, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the common elements and such other insurance on the common elements and otherwise as is specified in the project documents.

Although the foregoing is generally accurate as applied to most condominium developments, the details of each development may vary

substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the document packet that has been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. DESCRIPTION OF THE PROJECT

A. General. Saline Valley Farms is a ninety-five (95) residential unit subdivision development where each unit consists of a building site as delineated on the Condominium Subdivision Plan, and upon which is to be constructed a residential dwelling and related improvements. Units 94 and 95 are owned by the Saline Valley Farms Water and Sewer Agency, Inc., and are the locations of the wastewater treatment plant and the potable water well and holding tank. Saline Valley Farms may be expanded to three hundred forty-one (341) residential units in total.

B. Private Roads. Saline Valley Farms is accessed off of Milkey Road by private roads within the project that have not been accepted for maintenance by the Washtenaw County Road Commission or any other public body.

Replacement, repair and resurfacing of the private roads will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It is the Association's responsibility to inspect and to perform preventive maintenance of project roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs.

C. Utilities. Saline Valley Farms is serviced with water and sanitary sewer provided by Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, with storm water and detention areas maintained by the Association, and underground public electric, telephone, cable television and natural gas utilities.

D. Recreational Facilities. This project does not contain any recreational facilities as general common elements.

E. Reserved Rights of Developer.

1. Expansion of Project. The Developer has reserved the right to include in the project as many as two hundred forty-six (246) additional residential units within a period ending no later than six (6) years after recording the initial Master Deed. Any or all of such units, if included, would be added on all or some portion of the land described in Article IX of the Master Deed. Although it is the Developer's intention at this time to create ultimately one building site condominium project containing three hundred forty-one (341) residential units, there is no assurance that such will occur, and the

Developer may elect to create more than one adjacent development of condominium or other form.

2. Easements for Use of Roads and Utilities. The Developer has reserved easements and rights of use in any main service roads in the project for the purpose of ingress and egress to and from the expansion land described in Article IX of the Master Deed. The Developer has similarly reserved easements to utilize, tap, tie into, extend, and enlarge all utility mains in the project in connection with the development of the expansion land. In the event that all or any portion of the expansion land is not included in the project, such easements would operate perpetually in favor of such land, the improvements thereon and the owners thereof.

3. Sole Right to Approve Improvements. No dwelling or other improvement may be constructed in the project until the Developer has approved the plans and specifications therefor, nor may the exterior appearance of any existing improvement in the project be altered without the Developer's prior consent.

4. Conduct of Commercial Activities. Until all of the units in the project have been sold, the Developer has reserved the right to maintain on the premises a sales office, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

5. Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially change the rights of an owner or mortgagee. Further, the Master Deed cannot be amended without the Developer's approval.

6. Easements for Maintenance, Repair and Replacement. The Developer has reserved such easements over the project (including all of the land) as may be required to perform any of Developer's and the Association's maintenance, repair or replacement obligations.

7. Enforcement of By-Laws. The Developer has reserved the right to enforce the By-Laws as long as the Developer owns any unit in the project that it offers for sale.

8. General. In the project documents and the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

IV. LEGAL DOCUMENTATION

A. General. Saline Valley Farms was established as a building site condominium project pursuant to the Master Deed for the project recorded in the Washtenaw County Records and contained in the Saline Valley Farms documents. The Master Deed includes the By-Laws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B."

B. Master Deed. The Master Deed contains the definitions of certain terms used in the project documents, the percentage of value assigned to each unit in the project, a general description of the units and general and limited common elements included in the project, and a statement regarding the relative responsibilities for maintaining the common elements. Article XVII reserves in favor of the Developer the right to amend the project documents to make immaterial changes therein, to provide for the correction of errors and to comply with the Michigan Condominium Act and the requirements of certain lending institutions.

C. By-Laws. The By-Laws contain provisions relating to the operation, management and fiscal affairs of the project and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the project. Article VI contains certain restrictions upon the ownership, occupancy and use of the project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time, rules and regulations that have been adopted by the Board of Directors of the Association are attached as Appendix II.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. THE DEVELOPER

A. Developer's Background and Experience. Saline Valley Farms, Ltd., a Michigan corporation, and York Valley Farms, Ltd., a Michigan corporation, were incorporated in 1988 for the purpose of purchasing the land that is now being developed by Saline Valley Farms Development, L.L.C., a Michigan limited liability company, the Successor Developer, that was formed in 2005 and which is owned by members of the Richard E. Muszynski family and Peters Building Co., a Michigan corporation. The Muszynski family has no prior experience in the development of condominiums. However, Peters Building Co. has developed real estate and built residential housing since 1986. Peters Building Co. was formed by the late Paul J. Peters, and is owned by James G. Haeussler. Mr. Haeussler has extensive experience in subdivision development and residential home construction and developed the Saline Park Place, Maple Ridge, Woodcreek, Northview, Saline Wildwood, Wildwood Commons, and Breconshire condominiums

in the City of Saline, Washtenaw County, Michigan, the Wickcliffe Place condominium in the City of Ann Arbor, Washtenaw County, Michigan, the Legacy Heights condominium in Pittsfield Township, Washtenaw County, Michigan, and the Mystic Ridge Estates condominium in Hamburg Township, Livingston County, Michigan. Saline Valley Farms Development, L.L.C., is selling individual building sites to SC Saline Valley, L.L.C., a Michigan limited liability company, of 32600 Telegraph Road, Suite 200, Birmingham, Michigan 48025, and SC Saline Valley, L.L.C. is, in turn, contracting to construct homes on certain of those lots as well as resell individual lots to select homeowners and independent builders.

B. Legal Proceedings Involving the Project or the Developer. The Developer is not presently aware of any legal or administrative proceedings involving the project or the Developer.

VI. OPERATION AND MANAGEMENT OF THE PROJECT

A. The Association. The project will be maintained and administered by the Saline Valley Farms Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation and By-Laws of the Association are contained in the document packet and govern the procedural operations of the Association. The Association is governed by its Board of Directors, whose initial members are designees of the Developer.

Within one hundred twenty (120) days after conveyance to purchasers of one hundred thirteen (113) units or one (1) year from the date of the first conveyance, whichever first occurs, the Developer shall establish an Advisory Committee to serve as liaison between the nondeveloper owners and the Developer.

Within one hundred twenty (120) days after conveyance of title to eighty-five (85) of the units, one of the three Directors will be selected by the nondeveloper owners of units. Within one hundred twenty (120) days after the conveyance of title to two hundred fifty-five (255) of the units, the nondeveloper owners shall elect all Directors, except that the Developer shall have the right to designate at least one Director as long as it owns at least one unit in the project. Regardless of the number of units conveyed, fifty-four (54) months after the first conveyance the nondeveloper owners may elect Directors in proportion to the number of units that they own.

The first annual meeting may be convened at any time after fifty percent (50%) of the units have been sold and must be held on or before the expiration of one hundred twenty (120) days after two hundred fifty-five (255) of the units have been sold or within fifty-four (54) months after conveyance of the first unit, whichever first occurs. At the first annual meeting, the nondeveloper owners of the Association will elect Directors, and the Directors in turn shall elect officers for the Association. The

Developer's voting rights are set forth in Article VIII, Section 2 of the By-Laws.

B. Percentages of Value. The percentages of value for Saline Valley Farms are equal. The percentages of value assigned to each unit determines, among other things, the value of each owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

1. Budget. Article II of the By-Laws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of the common elements, if necessary. Inasmuch as the budget must necessarily be prepared in advance, it reflects the estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the project change in cost in the future, the budget and the expenses of the Association will require revision, which revision generally will normally occur in connection with the annual adoption of a budget by the Board. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

2. Assessments. Except as set forth below with respect to the Developer, each owner of a unit in the project must contribute equally to the Association to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2b of the By-Laws.

The Developer, although a member of the Association, is not required to pay Association assessments. Instead, the Developer must contribute only its proportionate share of the Association's expenses actually incurred, as described in Article II, Section 7 of the By-Laws. The Developer is, of course, required to maintain at its own expense all units owned by it.

It is possible that owners may become obligated to pay a percentage share of uncollected assessment delinquencies incurred by other owners. This may occur if an owner defaults on a first mortgage and the mortgage is foreclosed. In such a situation the delinquent assessment is uncollectible and becomes a common expense as provided in Section 58 of the Michigan Condominium Act, as follows:

If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a

result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by that mortgagee or purchaser and his or her successors and assigns.

3. Foreclosure of Lien. The Association has a lien to secure payment of Association assessments, and the By-Laws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and any notice of a hearing prior to the sale of his unit.

D. Association Management Contract. The By-Laws provide that the Association may employ a professional management agent to manage the affairs of the project, and the project currently is being managed by the Developer at no cost to the owners. If a management agent is retained at a later date, the budget will be increased to cover the management fee.

E. Insurance.

1. Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Absolute Title Inc., as agent for Transnation Title Insurance Company, at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy are to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

2. Other Insurance. The project documents require that the Association carry property coverage for all risks of direct physical loss, vandalism and malicious mischief and liability insurance, and workmen's compensation coverage, if applicable, with respect to all of the common elements of the project. The Board of Directors is responsible for obtaining such insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the annual assessments. The Association's insurance policies are available for inspection during normal working hours. The insurance policies carried by the Association contain deductible clauses which, in the event of a loss, may result in a portion of such loss being borne by the Association. A copy of the Certificate of Insurance with respect to the project will be furnished to each owner upon closing of the sale of his unit. Each owner is

responsible for obtaining fire and extended coverage insurance on his unit and the dwelling and other improvements located thereon, as well as personal property, liability and other personal insurance coverage to the extent indicated in Article IV of the By-Laws. The Association should periodically review all insurance coverage to be assured of its continued adequacy, and each owner should do the same with regard to his personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the By-Laws contains comprehensive restrictions on the use of the units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the more significant restrictions:

1. Units are to be used for single-family residential purposes.
2. Pets may be kept by owners within their units subject to the restrictions and limitations in the By-Laws.
3. There are substantial limitations upon physical changes which may be made to the units and common elements in the project, and upon the uses to which the common elements and units may be put.
4. The Developer has retained architectural control over the construction and alteration of all improvements in the project.
5. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of common elements without vote of the owners. Appendix II contains the rules and regulations that have been adopted by the Board of Directors.
6. Michigan law requires that all dwellings constructed within units in the Project use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in the common sewage treatment system operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation.
7. Water softeners shall not be installed within dwellings discharging into the Saline Valley Farms sewage treatment system owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, "the Agency." The Association and said Agency

shall have the right to enforce this restriction pursuant to the provisions of the Project documents.

8. Each unit is subject to a fifteen (15) foot wide private easement to the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the sewer lead, grinder pump station and electric line, located seven and one-half (7½) feet on each side of the sewer lead as constructed. Each unit is also subject to a ten (10) foot wide private easement to the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the water lead connected to the community water system, located five (5) feet on each side of the water lead as constructed.

9. Sump pumps shall not be installed so as to discharge into the Saline Valley Farms sewage treatment system operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation. The Association and said Agency shall have the right to enforce this restriction pursuant to the provisions of the Project documents.

10. All improvements made on units that require the use of potable water and sewage disposal shall be connected to the community water and sewage disposal systems owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and the owners of said units shall pay all charges billed with regard thereto.

11. Units 94 and 95 are the locations of the wastewater treatment plant and the water treatment plant, tank and well, respectively, owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, providing potable water and sewage treatment to units in the Project. In the event that such use of either unit is terminated at any time in the future, the use of the unit shall revert to open space and no other use may be made of it, without the prior written approval of the Township of York.

12. The owner of each unit on which a residence has been constructed shall be responsible for payment of all appropriate charges or fees made by Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the use of the water distribution and wastewater treatment system services and payment of appropriate charges or assessments to be made into the perpetual escrow fund, as required by the Michigan Department of Environmental Quality. In addition, each unit owner shall be responsible for the costs of maintenance, repair and replacement of water and sewer leads to each respective unit and the sanitary sewage pumping or treatment facility appurtenant to each unit, together with a joint and several liability through their obligation to pay fees and assessments levied by the Saline Valley Farms Water and Sewer Agency, Inc., that shall be borne by all owners together, with regard to the continued operation of the

potable water wells, water distribution and wastewater treatment systems serving all units in the Project. All owners acknowledge, by their purchase of a unit in the Project, that the Saline Valley Farms Water and Sewer Agency, Inc., has the authority to assess a use fee to the owner of each unit to be paid in quarterly payments based upon the gallons of water used by each unit and subsequently discharged into the sanitary sewer system and to develop a reserve account within which to build up an escrow fund to be used for maintenance, repair and replacement of such utility systems. By such usage each owner grants the Saline Valley Farms Water and Sewer Agency, Inc., the right and authority to disconnect such water service to a unit in the event of a delinquency in the payment for such usage and to record a lien for such delinquency against the interest of the owner of said unit with the Washtenaw County Register of Deeds that will be junior in security only to real property taxes and prior first mortgages of record. The Saline Valley Farms Water and Sewer Agency, Inc., shall have the same rights to foreclose said liens as are granted to first mortgagees by the statutes of the State of Michigan.

During the construction and sales period, none of the restrictions apply to the commercial activities or signs of the Developer.

VII. RIGHTS AND OBLIGATIONS BETWEEN DEVELOPER AND OWNERS

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by the purchaser at the time of closing, anticipated closing adjustments and the obligations of both parties with respect to any modifications to the standard unit or extra installations. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in escrow are not to be released to the Developer until conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing. Each purchaser will receive a warranty deed evidencing fee simple title to his unit, subject to no liens or encumbrances other than the project documents and those other easements and restrictions that are specifically set forth in the documents and title insurance commitment.

C. After Closing.

1. General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

2. Project Warranties. The only warranty made by the Developer with respect to a unit is that the purchaser will, upon payment of normal fees, be entitled to the issuance of a residential building permit with respect to the unit, subject to all applicable laws, ordinances, regulations, and requirements.

VIII. LOCAL GOVERNMENT, TAXES AND UTILITY SERVICE

A. Local Government. The project is located in the Township of York and the Saline School District.

B. Real Property Taxes. Taxes upon the units are assessed by the Township of York, the County of Washtenaw, the Saline School District, the Washtenaw Intermediate School District, and Washtenaw Community College. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty percent (50%) of true cash value. During the year in which the Master Deed was initially recorded or when any amendment adding units to the project is recorded, real property taxes attributable to each unit may, under the Act, constitute an expense of administration to be shared equally by the owners of such units. Thus, in that initial year the Developer may receive one tax bill with respect to the newly added units which must be paid by the Developer rather than by the individual owners of such units. In such event, the Developer will contribute to payment of taxes its proportionate share for such units as it owns at the time the taxes fall due and will collect the balance due from each owner. In subsequent years (or in the initial year if the assessor elects to apportion taxes in the year of establishment of the Project), each owner will receive an individual tax bill attributable to his unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. Building Inspections. Approval of the development plans for the project was by the Township of York and approval of building plans and inspection of construction is done by the Township of York Building Department.

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

1. Sanitary sewer and water: Saline Valley Farms Water and Sewer Agency, Inc.
2. Storm Sewer: Saline Valley Farms Association.
3. Electricity: DTE Energy.
4. Natural gas: DTE Energy.
5. Telephone: Verizon.
6. Cable television: Comcast.

IX. PURPOSE OF DISCLOSURE STATEMENT

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

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

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various project documents. Each purchaser is referred to the original Master Deed and other original instruments contained in the document packet. Legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of this Disclosure Statement as set forth in the Michigan Condominium Act and rules of the Michigan Department of Commerce.

APPENDIX I

SALINE VALLEY FARMS ASSOCIATION
PROPOSED ANNUAL BUDGET

93 Units*
Annualized

ADMINISTRATIVE:

Legal, auditing and general administrative expenses	\$ 1,800.00	
Insurance	4,000.00	
Management fee	7,000.00	
Miscellaneous	<u>2,500.00</u>	\$ 15,300.00

MAINTENANCE:

Landscaping	\$16,000.00	
Lawn cutting	14,000.00	
Lawn fertilization	3,000.00	
Snow removal (roads and sidewalks)	16,000.00	
Sprinklers (water and maintenance)	<u>7,000.00</u>	\$56,000.00

RESERVES:

Operating reserves	\$ 4,000.00	
Replacement and deferred maintenance reserve for the common elements	<u>8,400.00</u>	<u>\$12,400.00</u>

TOTAL OPERATING EXPENSES AND RESERVES:		<u>\$83,700.00</u>
---	--	--------------------

\$75.00/unit/month
\$900.00/unit/year
Collected Once Annually

*No assessments are levied on Units 94 and 95 which are owned by the Saline Valley Farms Water and Sewer Agency, Inc.

SEE NOTES TO BUDGET

NOTES TO BUDGET

1. The information set forth in the budget is based upon actual costs and estimates. All values are subject to change.
2. Insurance premiums have been included as there are general common elements to insure in this project.
3. The Developer has elected, for an indeterminate period, to manage the project at no cost to the owners. While the Developer manages the project the management fee will be part of the budget and will be deposited into a reserve account. When a new management agent is retained at a later date, the budget may have to be increased to cover a higher management fee.
4. Utilities are individually metered and each owner will pay his own utility costs. Real estate taxes will be separately assessed against each unit and are the responsibility of each owner.
5. The reserve standard for major repairs and replacements has been estimated at approximately 14.8%, in excess of the recommended 10% standard.
6. There are no fees, payments, or services which are paid or furnished, directly or indirectly, by the Developer which will later become an expense which must be borne by the owners, other than as identified in paragraph 3, above.
7. Each owner will pay an equal annual assessment. Assessments will be due on a date established by the Board of Directors of the Association. If assessments are not paid when due, they will bear interest at the highest legal rate permitted under Michigan law. Past due assessments will be secured by a lien on the defaulting owner's unit. A purchaser will be required to pay an annual assessment prorated to the month in which he purchases his unit. The Developer is not liable for Association assessments. The Developer will pay a proportionate share of the Association's current maintenance expenses actually incurred based upon the number of improved units owned by the Developer at the time the expense is incurred to the total number of improved units in the project.

APPENDIX II

SALINE VALLEY FARMS ASSOCIATION
RULES AND REGULATIONS

GRIEVANCE PROCEDURE

LATE FEES

SALINE VALLEY FARMS ASSOCIATION

GRIEVANCE PROCEDURES

OVERVIEW:

A grievance procedure has been established to resolve disputes between owners who claim a continuing, repeated, and substantial violation of a specific condominium by-law. This assumes that efforts have been made by owners to resolve their differences prior to recourse to the grievance procedure.

A grievance panel shall investigate such claims and submit the facts found and their recommendation to the Board of Directors for final action.

PROCEDURE:

The aggrieved owner submits the complaint in writing to the president of the Board of Directors and to the owner complained against by the first Tuesday of the month. The president transmits the complaint to the chairperson of the Grievance Committee who selects three (3) members of the committee to investigate the complaint.

The Grievance Panel will meet within fifteen (15) days following the first Tuesday of the month to pursue its investigation, including contact with the involved owners.

At least five (5) days before the next regular board meeting the panel's findings of fact and recommendations will be submitted in writing to both the president and the secretary of the board. The secretary will distribute copies of the report to the board members prior to the board meeting.

A representative of the Grievance Panel shall be present at the board meeting at which the report is to be made. The involved owners may be present and one representative of each party may have time (not to exceed five (5) minutes) to respond to the report.

The board will take action on the matter and will inform the affected owners in writing of its decision within five (5) business days.

GRIEVANCE PANEL:

1. The panel members shall be appointed by the president of the Board of Directors for one (1) year terms. They are eligible for reappointment.
2. The panel members shall elect their own chairperson.
3. The panel pool shall be composed of at least seven (7) members, three (3) of whom will investigate any given complaint.
4. The panel shall be representative of the diversity of owners.
5. Members of the Board of Directors are not eligible for panel duty, nor are owners with potential conflicts of interest such as relatives and next door neighbors.

SALINE VALLEY FARMS ASSOCIATION

COLLECTION OF ASSOCIATION FEES, ASSESSMENTS, AND SERVICE CHARGES

A. LATE FEES AND PENALTIES

All fees and assessments are due on the first of each year. All charges are due and payable when billed. There will be a late fee of \$100.00 for any annual payment not received by the Association by the 1st day of February of each year in which it is due. The Association takes the following steps on past due accounts:

<u>Step</u>	<u>Action</u>	<u>Number of Days Past Due</u>	<u>Penalty Fee</u>
1.	Notice of delinquency	30	\$25.00
2.	Notice of intent to file lien of title	60	\$25.00
3.	Draw and record lien with Register of Deeds, and notify owner of filing (includes filing and discharge fees)	90	Actual expense
4.	Initiate action to fore- close on property	120	Actual expense

The interest rate on delinquent accounts is 9% per year (3/4% per month). Interest will be calculated and added to the delinquent account at the end of each month for that month.

B. NSF (NOT SUFFICIENT FUNDS) CHECKS

NSF Check Charge \$30.00

If the Association Business Office receives two (2) or more NSF checks from the same co-owner, the co-owner may be required to make all future payments to the Association in cash, certified check, or money order.

L: 5070 P: 774 6237401 DMA

12/15/2014 02:25 PM Total Pages: 87
Lawrence Kestenbaum, Washtenaw Co



87

SUPERSEDING AND CONSOLIDATING MASTER DEED

SALINE VALLEY FARMS

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

THIS SUPERSEDING AND CONSOLIDATING MASTER DEED is made and executed on this 12th the day of December, 2014, by Bank of Ann Arbor, a Michigan banking corporation, as successor developer, pursuant to the Assignment and Assumption Agreement dated December 3, 2014 as recorded on December 15, 2014 at Liber 5070 Page 711 of the Washtenaw County Records, whose address is 125 S. Fifth Ave., Ann Arbor, Michigan 48104, hereinafter referred to as the "Developer," in pursuance of the provisions of the Michigan Condominium Act as amended (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Developer's predecessors as developer, Saline Valley Farms, Ltd and York Valley Farms, Ltd., established Saline Valley Farms pursuant to a Master Deed recorded on June 15, 2005 in Liber 4485, Pages 522 through 620, inclusive, Washtenaw County Records (the "Prior Master Deed").

WHEREAS, the Developer desires, by recording this Superseding And Consolidating Master Deed, together with the Amended and Restated By-Laws attached hereto as Exhibit "A" (the "By-Laws) and together with the Condominium Subdivision Plan attached hereto as Exhibit "B" (both of which are hereby incorporated by reference and made a part hereof), to consolidate and supersede in its entirety the Prior Master Deed by this Superseding And Consolidating Mater Deed (referred to in the Condominium Documents as the "Master Deed") under the provisions of the Act, and hereby consolidates and supersedes in its entirety the Prior Master Deed as follows:

NOW, THEREFORE, the Developer does, upon the recording hereof, confirms the establishment of Saline Valley Farms as a building site project under the Act and does declare that Saline Valley Farms (hereinafter referred to as the "Project") shall continue to be held, conveyed, mortgaged, encumbered, leased, rented, occupied, improved, or in any other manner utilized subject to the provisions of the Act and to the covenants, conditions, easements, restrictions, uses, limitations, and affirmative obligations set forth in this Superseding And Consolidating Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and



any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, personal representatives, and assigns. In furtherance of the establishment of said Project, it is provided as follows:

ARTICLE I

DEFINITIONS

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

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

2. "Association" means Saline Valley Farms Association, the non-profit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage, and maintain the Project. 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 Project documents or the laws of the State of Michigan.

3. "Building envelope" means the portion of each unit within which the owner thereof may construct improvements such as a residence. No structures may be built outside of the Building envelope within each unit as shown on Exhibit "B" attached hereto without the advance written approval of the Association and the Township of York, if applicable.

4. "By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-Laws shall also constitute the corporate By-Laws of the Association as provided for under the Michigan Non-Profit Corporation Act.

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

6. "Condominium Subdivision Plan" means Exhibit "B" hereto.

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

8. "Developer" means Bank of Ann Arbor, a Michigan banking corporation, as successor developer to Saline Valley Farms, Inc. and York Valley Farms, Ltd, which has made and executed this Master Deed, and its successors and assigns.

9. "Drainage easement" means that portion, if any, of an individual unit or the general common elements that is subject to an easement for storm water drainage and detention purposes granted to the Washtenaw County Drain Commissioner, as shown on Exhibit "B" hereto.

10. "First annual meeting" means the initial meeting at which nondeveloper owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting (a) may be held at any time, in the Developer's sole discretion, after fifty percent (50%) of the units which may be created are sold, and (b) must be held within (i) fifty-four (54) months from the date of the first unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all units which may be created are sold, whichever occurs first.

11. "Mortgagee" means the individual, financial institution, corporation, partnership, or other entity holding a first mortgage lien on an individual unit in Saline Valley Farms.

12. "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 Project, and shall have the same meaning as "co-owner" as defined in the Act. "Owner" shall also include both a land contract vendor and a land contract vendee and they shall have joint and several responsibility for assessments by the Association.

13. "Project" means Saline Valley Farms established in conformity with the provisions of the Act and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Saline Valley -Farms as described above.

14. "Project documents" wherever used means and includes this Superseding And Consolidating Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation and the Rules and Regulations, if any, of the Association.

15. "Transitional control date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

16. "Unit" means a single condominium building site in Saline Valley Farms, as described in Article V hereof and in Exhibit "B" hereto, and shall have the same meaning as "condominium unit" as defined in the Act. No unit shall be divided into more than one (1) building site.

Whenever any reference herein is made to one (1) gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE II

TITLE AND NATURE OF PROJECT

1. The Project shall be known as Saline Valley Farms, Washtenaw County Condominium Subdivision Plan No. 490. The engineering plans for the Project (including architectural plans for all dwellings and other improvements to be constructed therein) were or will be approved by, and are or will be on file with the York Township Building Department. The Project is established in accordance with the Act.

2. The units contained in the Project, including the number, boundaries, dimensions, and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit has been created for residential purposes and each unit is capable of individual utilization on account of having its own access to a common element of the Project. Each owner in the Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other owners the common elements of the Project as are designated by this Master Deed.

ARTICLE III

LEGAL DESCRIPTION

The land which is submitted to the Project established by this is the real property located in the Township of York, County of Washtenaw, Michigan, and more particularly described as follows:

Commencing at the West 1/4 corner of Section 18, T4S, R6E, York Township, Washtenaw County, Michigan; thence N87°57'20" E 1005.80 feet along the East-West 1/4 line of said Section 18 and the centerline of Milkey Road (variable width) for a PLACE OF BEGINNING; thence continuing N87°57'20" E 616.64 feet along said East-West 1/4 and said centerline; thence N02°01'40" W 932.76 feet; thence N87°57'20" E 934.00 feet; thence N02°01'40" W 391.09 feet along the North South 1/4 line of said Section 18; thence N87°55'41" E 661.38 feet along the North line of the West 1/2 of the West 1/2 of the South 1/2 of the Northeast 1/4 of said Section 18; thence S02°03'54" E 676.28 feet along the East line of the West 1/2 of the South 1/2 of the Northeast 1/4 of said Section 18; thence S87°25'28" W 661.85 feet; thence S02°01'40" E 641.75 feet along said North-South 1/4 line to the Center of said Section 18; thence S02°04'33" E 60.00 feet along said North-South 1/4 line; thence S87°57'20" W 134.39 feet; thence S02°00'45" E 62.72 feet; thence S66°15'14" W 73.93 feet; thence S01°56'27" E 847.21 feet; thence 281.57 feet along the arc of a 363.00 foot radius circular curve to the left, having a chord bearing S24°09'45" E 274.57 feet; thence S44°04'32" E 128.17 feet; thence S48°11'23" W 74.00 feet; thence S07°24'09" W 98.57 feet; thence S31°05'21" E 109.72 feet; thence S09°15'04" W 31.35 feet; thence S41°19'13" W 205.26 feet; thence N79°30'14" W 52.63 feet; thence S01°42'06" E 124.75 feet; thence S15°56'49" W 144.08 feet; thence S26°33'32" W 135.07 feet; thence S43°19'28" W 223.27 feet; thence S73°09'54" W 162.61 feet; thence N79°06'03" W 324.34 feet; thence S72°58'03" W 23.75 feet; thence N47°15'43" W 46.30 feet; thence N09°56'48" E 121.26 feet; thence

N00°43'56" W 68.10 feet; thence N13°58'48" W 230.51 feet; thence N44°27'05" W 74.77 feet; thence N37°29'27" W 85.67 feet; thence N43°41'34" W 78.79 feet; thence N50°57'47" W 78.72 feet; thence N58°24'58" W 78.53 feet; thence N64°16'12" W 78.77 feet; thence N72°23'11" W 77.38 feet; thence N79°38'31" W 81.31 feet; thence N87°04'39" W 81.31 feet; thence N00°47'43" W 200.50 feet; thence S89°13'01" W 78.48 feet; thence N39°38'55" W 213.36 feet; thence N25°36'33" W 20.00 feet; thence N06°23'42" E 218.51 feet; thence N25°57'08" E 89.86 feet; thence S73°43'00" E 189.15 feet; thence N65°45'30" E 204.75 feet; thence N17°08'03" E 194.01 feet; thence N89°15'25" W 109.02 feet; thence N03°06'16" W 150.29 feet; thence N82°44'06" W 56.66 feet; thence N28°47'51" W 100.41 feet; thence N02°02'40" W 316.38 feet to the Place of Beginning, being part of the Southwest 1/4 of said Section 18, containing 95.42 acres of land, more or less, being subject to the rights of the public over the Northerly portion thereof as occupied by said Milkey Road.

Tax Parcels #:

S-19-18-301-001	S-19-18-301-025	S-19-18-301-049	S-19-18-301-073
S-19-18-301-002	S-19-18-301-026	S-19-18-301-050	S-19-18-301-074
S-19-18-301-003	S-19-18-301-027	S-19-18-301-051	S-19-18-301-075
S-19-18-301-004	S-19-18-301-028	S-19-18-301-052	S-19-18-301-076
S-19-18-301-005	S-19-18-301-029	S-19-18-301-053	S-19-18-301-077
S-19-18-301-006	S-19-18-301-030	S-19-18-301-054	S-19-18-301-078
S-19-18-301-007	S-19-18-301-031	S-19-18-301-055	S-19-18-301-079
S-19-18-301-008	S-19-18-301-032	S-19-18-301-056	S-19-18-301-080
S-19-18-301-009	S-19-18-301-033	S-19-18-301-057	S-19-18-301-081
S-19-18-301-010	S-19-18-301-034	S-19-18-301-058	S-19-18-301-082
S-19-18-301-011	S-19-18-301-035	S-19-18-301-059	S-19-18-301-083
S-19-18-301-012	S-19-18-301-036	S-19-18-301-060	S-19-18-301-084
S-19-18-301-013	S-19-18-301-037	S-19-18-301-061	S-19-18-301-085
S-19-18-301-014	S-19-18-301-038	S-19-18-301-062	S-19-18-301-086
S-19-18-301-015	S-19-18-301-039	S-19-18-301-062	S-19-18-301-087
S-19-18-301-016	S-19-18-301-040	S-19-18-301-064	S-19-18-301-088
S-19-18-301-017	S-19-18-301-041	S-19-18-301-065	S-19-18-301-089
S-19-18-301-018	S-19-18-301-042	S-19-18-301-066	S-19-18-301-090
S-19-18-301-019	S-19-18-301-043	S-19-18-301-067	S-19-18-301-091
S-19-18-301-020	S-19-18-301-044	S-19-18-301-068	S-19-18-301-092
S-19-18-301-021	S-19-18-301-045	S-19-18-301-069	S-19-18-301-093
S-19-18-301-022	S-19-18-301-046	S-19-18-301-070	S-19-18-301-094
S-19-18-301-023	S-19-18-301-047	S-19-18-301-071	S-19-18-301-095
S-19-18-301-024	S-19-18-301-048	S-19-18-301-072	

ARTICLE IV

COMMON ELEMENTS

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

1. The general common elements are:

a. The land described in Article III, including the lake, private park, private roads (which shall be subject to access easements for purposes of ingress and egress for Township, police, fire, emergency, delivery, refuse collection, U.S. Post Office, and school vehicles, and all vehicles operated by Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation), the signs for which shall be maintained in accordance with the Michigan Manual of Uniform Traffic Control Devices, and improvements not located within the boundaries of a unit. Those structures and improvements that now or hereafter are located within the boundaries of a unit shall be owned in their entirety by the owner of the unit in which they are located and shall not, unless otherwise expressly provided in the Project documents, constitute common elements.

b. The electrical wiring and natural gas line networks throughout the Project up to the point of lateral connection for unit service.

c. The telephone, television and telecommunication wiring networks throughout the Project up to the point of lateral connection for unit service.

d. The water distribution and sanitary sewer systems (owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation) and the storm water drainage and detention easement system throughout the Project up to the point of lateral connection for unit service.

e. Easements for all of the aforementioned utility systems that are provided by or for the benefit of third parties are hereby dedicated to them for that purpose in the locations as set forth in Exhibit "B" hereto.

f. Such other elements of the Project not herein designated as general common elements which are not located within the perimeter of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

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

2. Limited common elements shall be subject to the exclusive use and enjoyment of the owner of the unit or units to which such limited common elements are appurtenant. All utilities servicing a unit up to the point of lateral connection with a general common element shall be limited common elements. No additional limited common elements have been designated as such in this Master Deed because there are no additional limited common elements, although the Developer may create limited common elements as provided in such

Article. If any additional limited common elements are included in the Project at any time hereafter, they shall be shown on amendments to the Condominium Subdivision Plan.

3. The respective responsibilities for the maintenance, repair and replacement of the common elements are as follows:

a. Association Responsibilities. The costs of maintenance, repair and replacement of all general common elements in the Project shall be borne by the Association, including the private roads and any storm water drainage easement courses and detention areas (including surface water drainage courses located on individual units), as shown on Exhibit "B" attached hereto, subject to any provision of the Project documents expressly to the contrary. Routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner. Should the Association fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the Association or the individual unit owners. The Association shall enter into an agreement with the Washtenaw County Sheriff's Department to enforce State of Michigan traffic laws on its private roads. The general common element open space shall forever remain open space, subject only to uses approved on the site plan by the Township of York. Further subdivision of open space land or its use for other than recreation, conservation or agricultural purposes, except for easements for utilities, shall be strictly prohibited. The dedication of open space in perpetuity is binding on all successors and assigns of the Developer and future owners of units in the Project. In the event that the Township undertakes maintenance within the open space as a result of inadequate maintenance by the Association, or the open space is determined by the Township to be a public nuisance, then, and in either of those events, any and all costs associated with maintenance performed by the Township will be assessed by the Township upon the unit owners in the Project.

b. Owner Responsibilities. Owners of units shall be responsible for all maintenance, repair or replacement that (1) is expressly assigned to them by any provision of the Project documents, or (2) is not expressly assigned to the Association by any provision of the Project documents; but none of the owners shall be responsible individually for maintenance, repair or replacement of any general common elements except as specifically provided in Article VI, Section 14 of the By-Laws. In the event an owner fails to maintain, repair or replace any items for which he is responsible, the Association (and/or the Developer during the construction and sales period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair or replace any of such improvements made within a unit, all at the expense of the owner of the unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities under this Article IV 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 within thirty (30) days; 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 Project 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. The owner of each unit on which a residence has been constructed shall be responsible for payment of all appropriate charges or fees made by Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the use of the water distribution and wastewater treatment system services and payment of appropriate charges or assessments to be made into the perpetual escrow fund, as required by the Michigan Department of Environmental Quality. In addition, each unit owner shall be responsible for the costs of maintenance, repair and replacement of water and sewer leads to each respective unit and the sanitary sewage pumping or treatment facility appurtenant to each unit, together with a joint and several liability through their obligation to pay fees and assessments levied by the Saline Valley Farms Water and Sewer Agency, Inc., that shall be borne by all owners together, with regard to the continued operation of the potable water wells, water distribution and wastewater treatment systems serving all units in the Project. All owners acknowledge, by their purchase of a unit in the Project, that the Saline Valley Farms Water and Sewer Agency, Inc., has the authority to assess a use fee to the owner of each unit to be paid in quarterly payments based upon the gallons of water used by each unit and subsequently discharged into the sanitary sewer system and to develop a reserve account within which to build up an escrow fund to be used for maintenance, repair and replacement of such utility systems. By such usage each owner grants the Saline Valley Farms Water and Sewer Agency, Inc., the right and authority to disconnect such water service to a unit in the event of a delinquency in the payment for such usage and to record a lien for such delinquency against the interest of the owner of said unit with the Washtenaw County Register of Deeds that will be junior in security only to real property taxes and prior first mortgages of record. The Saline Valley Farms Water and Sewer Agency, Inc., shall have the same rights to foreclose said liens as are granted to first mortgagees by the statutes of the State of Michigan.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Each unit of the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Saline Valley Farms, as a separate building site as surveyed by Atwell-Hicks, Inc., a Michigan corporation, and attached hereto as Exhibit "B." Each unit shall consist of the space contained within the unit building site boundaries as shown on Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. The percentage of value assigned to all units shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are no material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each unit shall be determinative of each owner's respective share of the common elements of the Project, the proportionate share of each respective owner in the proceeds and the expenses of administration and the value of such owner's vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Owners of adjacent units may combine them into one unit in accordance with Section 48 of the Act, subject to the approval of the Developer and the Township of York. Once combined, said units shall be assessed as a single unit within the Project. The Association shall be responsible for the preparation and recording of any necessary amendment to the Master Deed and the owner or owners making any such change shall reimburse the Association for all expenses it incurs.

ARTICLE VI

RIGHTS OF MORTGAGEES

Notwithstanding any other provision in this Master Deed or the By-Laws or any other documents, the following provisions shall apply and may not be amended or deleted without the prior written consent of the holders of first mortgages on at least two-thirds (2/3) of the units of record:

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

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

3. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

4. Notwithstanding any provision of the condominium documents to the contrary, first mortgagees are entitled to vote on amendments to the condominium documents only under the circumstances listed in Section 90a of the Act; provided, however, if there is now or hereafter provision for addition to or expansion of the Project, then a change in the pro rata interest or obligations of any individual unit for (a) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements will be permitted provided that the provision pursuant to which the Project is subject for addition or expansion complies with the following limitations:

a. owners have a minimum percentage undivided interest in the common elements, and a corresponding maximum interest subject to diminution to no less than such minimum;

b. the conditions on which any change in such percentage of undivided interest in common elements may take place are fully described in the Master Deed,

together with a description of the real property which will become subject to the Project if such alternative percentage interest becomes effective; and

c. no change in the percentage interest in the common elements may be effected pursuant to such provision later than the time period set forth in Section 67(3) of the Act.

5. Each first mortgagee has the right to examine the books and records of the Association and the Project.

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

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

8. Notwithstanding anything provided hereinabove to the contrary, in the event of a vote for an amendment to the Project documents, any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change.

ARTICLE VII

DAMAGE TO PROJECT

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

ARTICLE VIII

EASEMENTS

There shall be easements to, through and over the entire Project, including all of the land, for the continuing maintenance and repair of all utilities in the Project. In the event any improvements located on one unit encroach upon a common element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance, repair and replacement thereof following damage or destruction. The Board of Directors of the Association may grant easements over or through or dedicate any portion of any general common element of the Project for utility, roadway or safety purposes. The Association may authorize public access to some nature trails upon a majority vote of the unit owners.

ARTICLE IX

RESERVATION OF ACCESS EASEMENTS

The Developer reserves for the benefit of itself, its successors and assigns, and the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, perpetual easements for the unrestricted use of all roads in the Project for the purposes of ingress and egress to and from all or any portion of the Project, and any other land contiguous to Saline Valley Farms, whether or not owned by the Developer as of the date hereof.

ARTICLE X

RESERVATION OF UTILITY EASEMENTS

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and any other land contiguous to Saline Valley Farms which may be now owned or hereafter acquired by the Developer, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described in Article III; provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, its successors or assigns, and the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, utilizes, taps, ties into, extends, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

ARTICLE XI

FUTURE UTILITY EASEMENTS

The Developer further reserves the right at any time to grant easements for utilities over, under and across the general common elements of the Project to appropriate governmental agencies or public utility companies, including the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and to transfer title for utilities to governmental agencies or to utility companies, including the Saline Valley Farms Water and Sewer Agency, Inc. Any such easement or transfer of title may be made by the Developer without the consent of any owner, mortgagee or other person and shall be evidenced by a grant of easement, or an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Washtenaw County Records. All of the owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

ARTICLE XII

FUTURE EASEMENTS, LICENSES AND RIGHTS-OF-WAY

The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the transitional control date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under and across the general common elements of the Project for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Project; subject, however, to the approval of the Developer during the construction and sales period. No easement created under the Project documents may be-modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited thereby.

ARTICLE XIII

EASEMENTS FOR MAINTENANCE, REPAIR OR REPLACEMENT

The Developer, the Association and all public or private utilities, including the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, shall have such easements over, under, across, and through the Project, including all units and common elements, as may be necessary to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Project documents or by law. These easements include, without limitation, the right of the Association to obtain access to the unit during reasonable hours.

ARTICLE XIV

MICHIGAN RIGHT TO FARM ACT

Owners in Saline Valley Farms are hereby notified that the Project is located in an agricultural area of the Township of York, and that it is surrounded by farm operations that are protected by the Michigan Right to Farm Act, which is Act 93 of the Public Acts of 1981, as amended. In approving the site plan for Saline Valley Farms the Township of York requested that the Developer notify all future owners of both the existence of said farm operations and the Act. It is the desire of the Township of York to avoid having owners who move into the Project complain of the existence of said farm operations at a future date. The Michigan Right to Farm Act provides as follows:

1. As used in the Michigan Right to Farm Act:
 - a. "Farm" means the land, buildings, and machinery used in the commercial production of farm products.
 - b. "Farm operation" means a condition or activity which occurs on a farm in connection with the commercial production of farm products, and includes, but is not limited to, marketed produce at roadside stands or farm markets; noise; odors; dust; fumes; operation of machinery and irrigation pumps; ground and aerial seeding and

spraying; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

c. "Farm product" means those plants and animals useful to human beings and includes, but is not limited to, forages and sod crops, grains and feed crops, dairy and dairy products, poultry and poultry products, livestock, including breeding and grazing, fruits, vegetables, flowers, seeds, grasses, trees, fish, apiaries, equine and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur.

d. "Generally accepted agricultural and management practices" means those practices as defined by the commission of agriculture. The commission shall give due consideration to available Michigan Department of Agriculture information and written recommendations from the Michigan State University college of agriculture and natural resources cooperative extension service and the agricultural experiment station in cooperation with the United States department of agriculture soil and conservation service and the agricultural stabilization and conservation service, the department of natural resources and other professional and industry organizations.

e. "Person" means an individual, corporation, partnership, association, or other legal entity.

2.

a. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation alleged to be a nuisance conforms to generally accepted agricultural and management practices according to policy as determined by the state agriculture commission. Generally accepted agricultural and management practices shall be reviewed annually by the state agriculture commission and revised as considered necessary.

b. A farm or farm operation shall not be found to be a public or private nuisance if the farm or farm operation existed before a change in the land use or occupancy of land within one (1) mile of the boundaries of the farm land, and if before that change in land use or occupancy of land, the farm or farm operation would not have been a nuisance.

ARTICLE XV

SALINE VALLEY FARMS DRAINAGE DISTRICT

All Owners in the Project take title to their individual units subject to a perpetual and permanent easement hereby granted in favor of the Washtenaw County Drain Commissioner, the Saline Valley Farms Drainage District (collectively referred to as "Grantee"), and Grantee's successors, assigns, and transferees, in, over, under and through the property described on Exhibit "B" hereto, with said easement set forth thereon, which easement may not be amended or revoked, except with the written approval of Grantee, and which easement contains the following terms and conditions, with the Developer granting the following rights:

1. The 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. The Washtenaw County Drain Commissioner shall have the right to enter and utilize the private road rights-of-way within Saline Valley Farms to operate and maintain the drainage infrastructure located within these rights-of-way.

3. The Grantee shall have the right to sell, assign, transfer, or convey this easement to any other governmental unit for the purposes identified in subsection 1, above.

4. No unit owner in the Project shall build or convey to others any permission to build any permanent structures on said easement.

5. No unit owner in the Project shall build or place on the area covered by the easement any type of structure, fixture, or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under said easement.

6. The Grantee and its agents, contractors and designated representatives shall have the right of entry on, and to gain access to, the easement property.

7. All unit owners in the Project shall release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of a storm drain or sewer, or otherwise arising from or incidental to the exercise by Grantee of its rights under said easement, and all unit owners covenant not to sue Grantee for any such damages.

ARTICLE XVI

AMENDMENT OR TERMINATION

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

1. The Project documents may be amended without the consent of owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of an owner or mortgagee. The Developer, for itself and for the Association (acting through a majority of its Board of Directors), hereby expressly reserves the right to amend the Project documents for such a purpose. Amendments which do not materially alter or change the rights of an owner or materially impair the security of a mortgagee, as defined in Section 90a of the Act, include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Project documents, changes required by the Township of York or any other public authority having jurisdiction over

the Project, changes deemed necessary to comply with or include provisions permitted by the Act, or for the purpose of facilitating mortgage loan financing for existing or prospective owners and to enable the purchase or insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

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

3. If there is an owner other than the Developer, then the Project shall be terminated only by the agreement of the Developer, eighty percent (80%) of the unaffiliated owners of units to which all of the votes in the Association appertain and the mortgagees of two-thirds (2/3) of the first mortgages covering the units. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the termination.

4. Agreement of the required majority of owners and mortgagees to the termination of the Project shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

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

6. Upon recordation of an instrument terminating the Project, any rights the owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Project documents and the Act.

7. The Project documents may be amended for a proper purpose, other than as set forth in this Article, even if the amendment will materially alter or change the rights of the owners, mortgagees or other interested parties, with the prior written consent of two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), but only as is required in accordance with Section 90a of the Act, and owners of the individual units. An owner's unit dimensions or the responsibility for maintenance, repair and replacement thereof may not be modified in any material way without his consent and that of his mortgagee. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all owners entitled to vote as of the record date for such votes.

8. The Project documents may not be amended, so as to affect the site plan for the Project approved by the Township of York, without the advance written approval of the Township of York, and no provision in the Project documents which specifically applies to or

grants rights to the Township of York may be released, changed, modified, or amended without the advance written approval of the Township of York.

9. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment to the Project documents except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

10. The rights granted to the Washtenaw County Drain Commissioner, the Saline Valley Farms Drainage District and their successors and assigns, under Article XV shall not be amended without their express written consent. Any purported amendment or modification of the rights granted under Article XV shall be void and without legal effect unless agreed to in writing by the Washtenaw County Drain Commissioner, the Saline Valley Farms Drainage District, or their successors and assigns.

11. The rights granted to the Saline Valley Farms Water-and Sewer Agency, Inc., shall not be amended without its express written consent. Any purported amendment or modification of the rights granted in the condominium documents shall be void and without legal effect unless agreed to in writing by the Saline Valley Farms Water and Sewer Agency, Inc., or its successors and assigns.

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

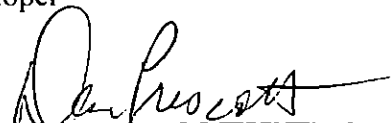
13. During the construction and sales period, this Master Deed, and all Exhibits attached hereto, shall not be amended without the written consent of the Developer.

ARTICLE XVII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Project 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.

BANK OF ANN ARBOR,
Developer


By: 
Dawn M. Prescott, Senior Vice President

NOTARIZATION ON NEXT PAGE

STATE OF MICHIGAN)
)
COUNTY OF WASHTENAW)

On December 12 2014, Dawn M. Prescott appeared before me, and stated under oath that she is the Senior Vice President of Bank of Ann Arbor, a Michigan banking corporation, and that this document was signed on behalf of the corporation, by authority of its board of directors, and he acknowledged this document to be the free act and deed of the corporation.

STEPHANIE NICHELLE HARRIGAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires March 23, 2018
Acting in the County of Washtenaw



Notary Public

Washtenaw County, Michigan

My Commission Expires: 03/23/18

This document was prepared by and when recorded return to:

James R. Beuche
Hooper Hathaway, P.C.
126 S. Main St.
Ann Arbor, MI 48104
(734) 662-4426

✓

EXHIBIT A

SALINE VALLEY FARMS

AMENDED AND RESTATED BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Saline Valley Farms, a residential building site condominium located in the Township of York, Washtenaw County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an 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 Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the 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 Project 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 Project documents and the Act shall be levied by the Association against the units and the 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 Project, including fulfilling drainage responsibilities within individual units, 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 owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Project, shall constitute receipts affecting the

administration of the 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. 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 Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any 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 Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding Ten Thousand Dollars (\$10,000.00) annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then 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 owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. 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 owners as hereinafter provided to meet other requirements of tie

Association, including, but not limited to: (1) assessments for additions to the common elements of a cost exceeding Ten Thousand Dollars (\$10,000.00) per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (2) 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 a above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all 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.

c. Units 94 and 95. Notwithstanding anything contained herein to the contrary, Units 94 and 95, owned by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, which are the locations of the wastewater treatment plant and the potable water wells, water treatment facility and storage tank, respectively, shall not be assessed by the Association and the owner thereof shall not be responsible to the Association for any expenses that the Association might incur with regard to the Project.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2a above shall be payable in periodic installments, at the sole discretion of the Association, commencing with 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.

Each installment 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, plus such additional interest rate surcharge and late payment charges as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for chronic late payment of assessments in addition to such interest and late payment charges. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the

payment of all assessments pertinent to his unit which may be levied while such owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any late charges, interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No 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. Enforcement.

a. Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney's fees (not limited to statutory fees), and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any 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 any Association paid services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An 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, or be elected to or a voting member of the Board of Directors, so long as such default continues; provided, however, this provision shall not operate to deprive any 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 owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

b. Foreclosure Proceedings. Each 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. Further, each owner and every other person who from time to time has any interest in the Project shall be

deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each 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. The redemption period for a foreclosure is six (6) months from the date of sale unless the condominium unit is abandoned, in which event the redemption period is one (1) month from the date of sale.

c. Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, of a written notice that one (1) or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, actual attorney's fees (not limited to statutory fees), and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, late charges, fines, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the owner in default and shall be secured by the lien on his unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property

free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder acquires title to the unit.

Section 7. Developer's Responsibility for Assessments. The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the periodic Association assessments unless the Developer advises the Association in writing of the Developer's election to pay such assessments with respect to units owned by the Developer. The Developer shall at all times pay all expenses of maintaining the units that it owns, including the dwellings and other improvements located thereon. In addition, if the Developer has not previously elected to pay such assessments with respect to units owned by the Developer, the Developer shall pay to the Association, in lieu of those assessments, a proportionate share of all current maintenance expenses actually incurred by the Association from time to time. The Developer shall not be responsible for a share of the expenses of professional management of the Project or for expenses related to maintenance and use of the units in the Project and of the dwellings and other improvements constructed within or appurtenant to the units that are not owned by Developer unless and until the Developer has elected to pay such assessments with respect to units owned by the Developer and as a result to indirectly pay such expenses through the payment of assessments. For purposes of the foregoing, the Developer's proportionate share of such expenses shall be based upon the ratio of all units owned by the Developer at the time the expense is incurred to the total number of units then in the Project. In no event shall the Developer be responsible for payment of any assessments with regard to the maintenance, repair or replacement of the private roads or the community water supply and sanitary sewer treatment system owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, or for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments with regard to the general common elements, except with respect to units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the Township of York.

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

Section 9. 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 Project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. 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 11. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

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 Project documents, or any disputes, claims or grievances arising among or between the owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to use other rules, 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 owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

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

Section 4. Mandatory Arbitration with Developer. The Developer, the Association and the owners (by taking ownership of a unit) acknowledge and agree that to the extent permitted by applicable law (Section 144 of the Act), any claim by an owner which might be subject of a civil action against the Developer, which involves an amount of Two Thousand Five Hundred Dollars (\$2,500.00) or more, and arises out of or relates to the Project or a unit, or which involves any claim by the Association against the Developer in excess of Ten Thousand Dollars (\$10,000.00), and arises out of or relates to the common elements of the Project, shall be settled by binding arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter. The parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real property is involved. Judgment upon the award by arbitration may be entered in a circuit court of appropriate jurisdiction.

Section 5. Owner Authorization for Arbitration. The commencement of any arbitration proceedings against the Developer shall require the approval of two-thirds (2/3) in number of all owners. This will ensure that the owners are fully informed regarding the prospects and any likely expenses of any arbitration proposed by the Association.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, 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 and the 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 owners.

b. Insurance of Common Elements. All general common elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable

replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

c. Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws 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 owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance 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 two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

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

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his persona: property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

Section 5. Indemnification. Each individual owner shall indemnify and hold harmless every other owner, the Developer and the Association for all damages and costs, including actual attorney's fees (not limited to statutory fees), which the other owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual owner's unit. Each owner shall carry insurance to secure the indemnity obligations under this Section 5, if required by the Association, or if required by the Developer during the construction and sales period. This Section 5 is not intended to give any insurer any subrogation right or any other right or claim against any individual owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

a. General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the Township of York consents to such action.

b. Unit or Improvements Thereon. If the damaged property is a unit or any improvements thereon, the owner of such 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 owner shall be responsible for any reconstruction or repair that he elects to make. The owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage, and in any event, shall remove all debris within three (3) months from the date of loss.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the 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 costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

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. Section 133 of the Act and 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 by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

b. Taking of General Common Elements. 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 owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

c. Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

d. Notification of Mortgagees. In the event any unit in the Project, 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 shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

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. Notification of FNMA and FHLMC. In the event any mortgage in the Project is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FNMA or FHLMC, the Association shall give them 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 Project if the loss of taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a unit covered by a mortgage purchased in whole or in part by FNMA or FHLMC if such damage exceeds One Thousand Dollars (\$1,000.00).

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the ordinances of the Township of York, applicable law and the following limitations and restrictions:

Section 1. Residential Use. Except for Units 94 and 95, no unit in the Project shall be used for other than single-family residential purposes as defined by the Township of York Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use. The operation of a group day care home within the Project is prohibited. Units 94 and 95 are owned by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and are the locations of the wastewater treatment plant and the potable water wells, water treatment facility and storage tank, respectively.

Use of units shall also be restricted in the following manner:

a. Building Size and Height. No building or structure shall exceed two and one-half (2½) stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures

shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 1,800 square feet.
- (2) Multi-Story: 2,200 square feet.

The Developer reserves the right, within its sole discretion, to lower the required minimum square footage for specific residences. Garages, porches and breezeways shall not be included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the York Township Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded, seeded, sodded and/or covered with other approved landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the unit in such place or places within the Project as the Developer will designate at the owner's expense.

b. Garages. Each single family dwelling shall have a minimum of a two (2) or three (3) car side entry attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage. All driveways shall be surfaced with asphalt, concrete or paving bricks at the time of construction of the dwelling served thereby, weather permitting.

c. Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

d. Accessory Buildings. No accessory building or other out-building shall be permitted on any unit unless it is approved by the Developer, or the Association, as hereinafter provided in Section 3. The Developer, or the Association, in the exercise of its sole discretion, may permit the erection of structures such as swimming pool accessory

buildings, greenhouses or lawn/garden storage sheds. Notwithstanding the Developer's, or the Association's approval, such structures, except swimming pools, shall be architecturally compatible with the main residence, be constructed of similar materials on a concrete slab and shall not exceed two hundred (200) square feet in size, without the advance written approval of the Developer, or the Association, if applicable.

e. Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs, although above ground pools may be installed with the prior written consent from the Developer, or the Association, if applicable, and subject to such restrictions as it may place upon their use and location.

f. Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements without the prior written approval of the Association, but any such approved fence shall not be less than eight (8) feet from the unit boundary line. Perimeter fences along the exterior lines of the Project shall be permitted, however, perimeter fences along the exterior lines between units shall not be permitted, except with the advance written permission of all adjacent unit owners. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front set-back or side yard set-back in front of the rear line of the dwelling to be located on each unit and shall not exceed four (4) feet in height except around swimming pools. Fences erected to screen patios and enclose child play areas shall be permitted with advance written approval of the Association as to size, location and fencing materials. Fences shall be used primarily for limited enclosure purposes. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing, snow fencing and plywood.

g. Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

h. Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified by the U.S. Postal Service and the Developer, in order to insure consistency and uniformity within the Project.

i. Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of one (1) meter in diameter shall not be permitted nor shall any antenna or aerial exceeding twelve (12) feet in height above the roof ridge line on any dwelling.

j. Water Conservation Efforts. Michigan law requires that all dwellings constructed within units in the Project use water saving plumbing fixtures so as to conserve consumption of water and minimize problems involved with waste disposal. It is also recommended that all laundry washing machines used in said dwellings contain lint filters to prevent undue accumulation of solid materials in the common sewage treatment system operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation.

k. Water Softener Discharge Restrictions. This provision is included herein at the request of the Michigan Department of Environmental Quality. Water softeners shall not be installed within dwellings discharging into the Saline Valley Farms sewage treatment system owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, 'the Agency.' The Association and said Agency shall have the right to enforce this restriction pursuant to the provisions of the Project documents, including without limitation Article XIX, hereof.

l. Drainage Easements. Some units may be subject to storm water drainage easements granted to the Washtenaw County Drain Commissioner, as shown on Exhibit "B" hereto. Notwithstanding anything else contained in the condominium documents to the contrary, each unit owner shall maintain the surface area of such easements within his unit, shall keep the grass cut to a reasonable height, shall keep the area free of trash and debris and shall take such action as may be necessary to eliminate surface erosion. The unit owner shall not contour the land or install any structure or landscaping within said easements that would interfere with the flow of storm water through them. The Association shall have access to such units to maintain, repair and replace such easements.

m. Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. Grassy areas shall be mowed a minimum of twice each summer to control weeds. No dumping shall be allowed on unimproved units. The Association shall enforce this paragraph pursuant to Article XIX, below.

n. Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Owners shall arrange for weekly pick-up of garbage by only one (1) private garbage contractor. The Association may elect to take over selection of a garbage contractor.

o. Sewer and Water Line Easements. Each unit is subject to a fifteen (15) foot

wide private easement to the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the sewer lead, grinder pump station and electric line, located seven and one-half (7½) feet on each side of the sewer lead as constructed. Each unit is also subject to a ten (10) foot wide private easement to the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, for the water lead connected to the community water system, located five (5) feet on each side of the water lead as constructed.

p. Sump Pumps. This provision is included herein at the request of the Michigan Department of Environmental Quality. Sump pumps shall not be installed so as to discharge into the Saline Valley Farms sewage treatment system operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation. The Association and said Agency shall have the right to enforce this restriction pursuant to the provisions of the Project documents, including without limitation Article XIX, hereof.

q. Individual Wells. This provision is included herein at the request of the Michigan Department of Environmental Quality. Individual wells shall not be installed in any unit in Saline Valley Farms.

r. Septic Fields. This provision is included herein at the request of the Michigan Department of Environmental Quality. Individual septic fields shall not be installed in any unit in Saline Valley Farms.

s. Community Water and Sewer System. All improvements made on units that require the use of potable water and sewage disposal shall be connected to the community water and sewage disposal systems owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, and the owners of said units shall pay all charges billed with regard thereto.

t. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, or other ground or surface waters within Saline Valley Farms shall be installed, constructed or operated within Saline Valley Farms, except that the Developer and the Association shall have the right to draw water from such sources for the purpose of irrigating the general common elements. All sprinkler and irrigation systems serving units shall be subject to approval in accordance with Section 3 herein below.

u. Basketball Equipment, Clotheslines, Garbage Cans, etc. All basketball hoops and backboards, clotheslines, mechanical equipment, and other similar items on units shall be located only in such locations within a unit as are approved in writing in advance by the Association. Basketball hoops shall only be used between 9:00 a.m. and 9:00 p.m. daily. All rubbish, trash and garbage shall be stored inside garages in

appropriate containers approved by the Association and shall regularly be removed from individual units and shall not be allowed to accumulate.

v. Winter Activities. The operation of snowmobiles, motorcycles equipped for operation in the snow or other motorized vehicles on the general common elements is prohibited. Ice skating upon any ponds, lakes or other water surfaces within Saline Valley Farms shall be prohibited.

w. Air Conditioner Compression Units. All air conditioner compression units shall be located to the rear of the dwelling on each unit that they serve.

x. Units 94 and 95. Units 94 and 95 are the locations of the wastewater treatment plant and the potable water wells, water treatment facility and storage tank, respectively, owned and operated by the Saline Valley Farms Water and Sewer Agency, Inc., a Michigan corporation, providing potable water and sewage treatment to units in the Project. In the event that such use of either unit is terminated at any time in the future, the use of the unit shall revert to open space and no other use may be made of it, without the prior written approval of the Township of York.

Section 2. Leasing and Rental.

a. Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the Township of York. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. An owner, including the 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 or otherwise agreeing to grant possession of a unit to potential lessees or occupants and, at the same time, shall supply the Association with a copy of the exact lease for its review for its compliance with the condominium documents. The owner or Developer shall also provide the Association with a copy of the executed lease. If no lease is to be used, then the owner or the Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to an owner or the Developer, the due dates of that rental and compensation, and the term of the proposed arrangement. The Developer may lease any number of units and the improvements thereon in its discretion.

b. Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

(1) Tenants and non-owner occupants shall comply with all of the conditions of the Project documents, and all leases and rental agreements shall so

state.

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

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

(b) The 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.

(c) 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 owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the owner and tenant or non-owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the owner liable for any damages to the common elements caused by the owner or tenant in connection with the unit or the Project.

(3) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the 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. Any tenant failing to make such payments after receiving written notice from the Association shall become personally liable for their payment to the Association and the Association may do the following:

(a) 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 proceedings.

(b) Initiate proceedings pursuant to subsection (2) (c) hereinabove.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be

constructed within a unit or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless the site plan and building plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its sole opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include textured vinyl, wood, brick, and stone, but no aluminum siding or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Project as a whole. Where brick or other approved masonry is used it must be installed to the eave line on the front elevation of the dwelling. Unless prevented by existing natural vegetation, or severe elevations in the topography, wherever possible lawns shall occupy the majority of the front yard between the dwelling and the traveled portion of the road adjacent thereto. No log, modular, manufactured or any other type of residential housing constructed and assembled off-site will be permitted. No flat roofs will be permitted and a minimum front roof pitch of 4/12 will be required. Dimensional roof shingles shall be required. The purpose of this section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all owners. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. Said rights shall automatically be assigned to the Association at the end of the construction and sales period. The Developer may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Project documents, and any limitations imposed by the Township of York.

In no event shall any unit owner have the right to impose liability on the Developer or the Association, or otherwise contest judicially any decision of the Developer or the Association (or alleged failure of the Developer or the Association to make a decision) relative to the approval or disapproval of a site plan and building plans, or any aspect or other matter as to which the Developer reserves the right to approve, disapprove or grant a variance with regard to under this Article VI. The approval by the Developer of a site plan and building plans, or other matter shall not be construed as a representation or warranty that the site plan or building plans or other matter is in conformity with the zoning ordinances of the Township of York, if applicable, or building regulations of any other governmental authority. The Developer specifically disclaims any obligation or duty to ascertain any such non-conformities or to advise a unit owner or any other person of the same, even if known to the Developer.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3

above with respect to the Developer, no owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the Township of York, if applicable.

Section 5. Activities. No noxious, unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Project without the written approval of the Association, and each owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep no more than three (3) pets of a domestic nature that will reside within the residence constructed within their units. No pet or animal may be kept or bred for any commercial purpose. All pets shall be maintained in compliance with Township of York ordinances. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No animal shall be left unattended outside of the dwelling between 11 o'clock p.m. and 7 o'clock a.m. No dog houses or unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposal of all fecal matter deposited within the Project by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this

section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this section, the Board of Directors of the Association may assess fines for such violation in accordance with Article XIX of these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for the display of lawn statuary or the storage of supplies, materials, firewood, personal property, or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Project. In the event that any dwelling is damaged or destroyed a general clean-up shall be accomplished within thirty (30) days. Minor repairs shall be completed as soon as possible and completion of major repairs and reconstruction shall be accomplished within nine (9) months, weather permitting.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the unit for a period of no more than forty-eight (48) consecutive hours for loading and unloading purposes. No inoperable vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project (except as above provided) except while making deliveries or pick-ups in the normal course of business, unless parked pursuant to the advance written approval of the Association. Owners shall, if the Association shall require, register with the Association all cars maintained on the Project. Use of motorized vehicles anywhere on the open space common areas, other than authorized maintenance vehicles, is absolutely prohibited. Overnight parking on any private road in the Project is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding "For Sale" signs which shall not exceed six (6) square feet per side, without written permission from the Association and, during the construction and sales period, from the Developer, and a sign permit issued by the Township of York, if applicable.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations, including grievance procedures, 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 the Act, the Master Deed and these By-Laws concerning the use of units and 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) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the maintenance, repair or replacement of storm water drainage easements and of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements, to the unit itself or to another unit, and shall not be liable to such owner for any necessary damage to his unit caused thereby.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. No lawn statuary shall be permitted without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within three (3) months after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much of the natural features and mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees in excess of six (6) inches in diameter five (5) feet above ground level shall be cut outside of the area twenty (20) feet beyond the footprint of the dwelling, except for diseased and dead trees, or those that are of a nuisance species, such as poplar, willow or box elder, etc., without the prior written approval of the Developer, or the Association, if applicable. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height

of six (6) inches or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws. The Association shall enforce this paragraph pursuant to Article XIX, below.

Section 13. Common Element Maintenance. Roads, yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.

Section 14. Owner Maintenance. Each owner shall maintain his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, electrical, natural gas, drainage easement courses or other utility conduits and systems and any other common elements within any unit which are appurtenant to or which may affect any other unit. 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). Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article II hereof.

Section 15. Project Roads. During residential construction periods any damage to the roads shall be repaired at the sole cost and expense of the owner of the unit for whom construction is being performed. Such damage shall be defined by the Developer, or the Association, if applicable, and shall include, but is not limited to, broken pavement, broken curbs, erosion sediment from the unit, and disturbed regrading. If damage occurs the Developer, or the Association, shall give written notice to the owner of the unit as to the extent of such damage. The owner shall repair said damage within thirty (30) days after receiving said notice. Time extensions may be granted due to adverse weather conditions. After thirty (30) days, plus any adverse weather extensions, the Developer, or the Association, may repair such damage and bill the owner of the unit. If said costs are not paid within thirty (30) days, the Developer, or the Association, may place a lien upon the subject unit for such charges plus all actual attorney's fees (not limited to statutory fees) and other costs, or take any other actions which may be permitted by law.

Section 16. Wetland Preserves. Private wetland preserves are located on the general common elements in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B." The wetland preserves have been designated by the Developer to serve as permanent natural open space areas and the natural topography, vegetation, wildlife habitat, and ecological character and nature of the wetland preserves, having been deemed assets worthy of preservation, shall remain intact and undisturbed to the extent possible. Construction of buildings, or other structures, in the wetland preserves is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in or within twenty-five (25) feet of the wetland preserves, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. Storage or dumping of any items or materials, including but not limited to vehicles, structures, building materials, trash, or refuse, is prohibited on the wetland preserves. The Association shall be responsible for maintaining the wetland preserves in a proper manner as may be required to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the areas.

Section 17. Preservation Zones. Preservation zones consisting of woodlands located in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit "B." The preservation zones shall serve as permanent natural open space and the natural topography and vegetation shall remain undisturbed. The existing topography, vegetation, wildlife habitat, and ecological character and nature of the preservation zones, having been deemed assets worthy of protection, shall remain intact and undisturbed to the extent possible. The Association and all owners shall recognize that the Township of York has an interest in the preservation zones as set forth in the approved project plan and no changes shall be made, without approval from the Association and the Township of York, if said changes would affect the project plan as approved. Any such change shall not diminish the portion of the preservation zones located within the woodlands. Cutting or clearing of vegetation, other than poisonous or invasive species, and dead or diseased trees, is prohibited. Storage or dumping of any items or materials of any kind, including but not limited to vehicles, structures, building materials, trash, yard wastes, or refuse, is prohibited on the preservation zones. Construction of buildings, roads, or other such structures, other than wood chip or mowed nature trails no wider than five (5) feet for pedestrian access on the preservation zones is prohibited. No pesticides, herbicides (except with regard to poisonous or invasive species) or commercial fertilizers shall be used in the preservation zones, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. The Saline Valley Farms Association shall be responsible for maintaining the preservation zones in a proper manner as may be required to maintain access to them through nature trails and to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the preservation zones.

Section 18. Reserved Rights of Developer.

a. Prior Approval by Developer. During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature,

kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer.

b. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs, if any, of the Developer during the construction and sales period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right throughout the entire construction and sales period to maintain, or to authorize others to maintain, a sales office, a construction office, a sales or construction trailer, model homes, storage areas, and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, subject to the approval of the Township of York, if applicable. The Developer shall restore the areas so utilized to habitable status upon termination of use.

c. Enforcement of By-Laws. 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 obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these By-Laws.

d. Variances. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific residences, provided that such variances are consistent with the approved site plan and applicable ordinances of the Township of York.

Section 19. Storm Water Management System Maintenance Plan. The storm water management system maintenance plan and two schedules attached hereto on pages 43 through 46, inclusive, are for the maintenance of items within the Saline Valley Farms Drainage District as established by the rules of the Washtenaw County Drain Commissioner.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any 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, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the 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 general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Project 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. Notice. Whenever a ballot requirement appears in these By-Laws for the benefit of a mortgagee which requires a ballot in support of or against a proposal submitted by the Association, the mortgagee shall respond within ninety (90) days of mailing of said notice or the lack of response thereto shall be deemed as approval of the proposal.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one (1) vote for each unit owned.

Section 2. Eligibility to Vote. No owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes.

Except as provided in Article XI, Section 2 of these By-Laws, no owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one (1) vote for each unit which it owns.

Section 3. Designation of Voting Representative. Each 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 owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the owner, and the name and address of each person, firm, corporation, partnership, association, trust, or other entity who is the owner. Such notice shall be signed and dated by the owner. The individual representative designated may be changed by the 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 twenty percent (20%) of the 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 Project documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

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 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 Project 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 the Developer and may be called at any time after more than fifty percent (50%) of the units in Saline Valley Farms (determined with reference to the recorded Consolidating Master Deed) 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 nondeveloper owners of seventy-five percent (75%) in number of all units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Project documents refers to the maximum number of units which the Developer is permitted under the Project documents to include in the Project.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the months of October or November of each succeeding year after the year in which the first annual meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the first annual meeting.. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article XI of these By-Laws. The 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 owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the 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 purposes thereof as well as the time and place where it is to be held, upon each 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 owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws 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 owners cannot be held because a quorum is not in attendance, the 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 Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 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 the 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 the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings 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 Project 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 that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) nondeveloper owners. The Advisory Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty percent (50%) of the nondeveloper 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 nondeveloper owners and to aid in the transition of control of the Association from the Developer to the other owners. The Advisory Committee shall cease to exist automatically when the nondeveloper owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace, at its discretion and at any time, any member of the Advisory Committee who has not been elected thereto by the owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2 of these By-Laws. At such first annual meeting of members of the Association, the Board of Directors shall be increased in size from three (3) persons to five (5) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. No more than one (1) owner from a unit may serve on the Board of Directors at the same time. 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 the Developer, shall manage the affairs of the Association until the appointment of the first nondeveloper owner to the Board. Elections for nondeveloper owner Directors shall be held as provided in subsections b and c below.

b. Appointment of Nondeveloper Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of twenty-five percent (25%) in number of the units that may be created, one (1) out of the three (3) Directors shall be selected by nondeveloper owners. When the required percentage of conveyances has been reached, the Developer shall notify the nondeveloper owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the first annual meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

c. Election of Directors At and After First Annual Meeting.

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of the units that may be created, the nondeveloper owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as the units that remain to be created and sold equal at least ten percent (10%) of all units that may be created in the Project. When the seventy-five percent (75%) conveyance level is achieved, a meeting of owners shall be promptly convened to effectuate this provision, even if the first annual meeting has already occurred.

(2) Regardless of the percentage of units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, the nondeveloper owners have the right to elect a number of members of the Board of Directors equal to the percentage of units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of units which are owned by the Developer and for which the Developer is obligated by these Bylaws or has elected to pay assessments. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of

Directors that the nondeveloper owners have the right to elect under subsection (2) or if the product of the number of members of the Board of Directors multiplied by the percentage of units held by the nondeveloper owners under subsection b results in a right of nondeveloper owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (1).

(4) At the first annual meeting of members, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one (1) slate, and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the two (2) Directors elected for one (1) year at the first annual meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

Section 4. Other Duties. In addition to the foregoing duties imposed by these By-Laws 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 Project and the common elements thereof.
- b. To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and

to impose late charges for nonpayment of said assessments.

- c. To carry insurance and collect and allocate the proceeds thereof.
- d. To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents.
- e. To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Project, including fulfilling drainage responsibilities within individual units.
- 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 Project and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes or obligations 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 sixty percent (60%) of all of the members of the Association.
- h. To make rules and regulations in accordance with Article VI, Section 10 of these By-Laws.
- 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 Project, and to delegate to such committees any functions or responsibilities which are not by law or the Project documents required to be performed by the Board.
- j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
- k. To levy, collect and disburse fines against and from time members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.
- l. To assert, defend or settle claims on behalf of all owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) day

written notice to all owners on actions proposed by the Board with regard thereto.

- m. To enforce the provisions of the Project documents.

Section 5. Management Agent. The Board of Directors shall employ a professional management agent for the Association (which may be the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in 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 Project documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the transitional control date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance 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 nondeveloper owner elected Directors which occur prior to the transitional control date may be filled only through election by nondeveloper owners and shall be filled in the manner specified in Section 2b of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the owners present 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 requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper owners to serve before the first annual meeting may be removed before the first annual meeting in the same manner set forth in this paragraph 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 legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the 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, email, fax, 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, email, fax, 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, less than a quorum is 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. A quorum of the directors shall also permit the Board of Directors to take action by the written consent of individual directors and by means of a telephone conference between the directors. The Board of Directors is not subject to the Michigan Open Meetings Act and may close portions of its meetings to the owners, and provide for confidentiality of the minutes of the closed portion of its meetings, for such issues, as an example, as discussion of personnel employment and litigation matters.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected 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

Project documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for the funds of the Association 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 (2) 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. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, 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 so do 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 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 incidental to the office of 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. He 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 and the words "corporate seal," and "Michigan."

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any unit in the Project shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a unit in the Project shall be allowed to have an audited statement prepared at its own expense.

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 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 counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings 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 wherein the Director or officer is adjudged guilty of willful or 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 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

AMENDMENTS

Section 1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of owners, mortgagees or other interested parties, or amend Article VI without the prior written approval of the Developer (if the Developer continues to own at least one unit in the Project), and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all owners. No consent of mortgagees shall be required to amend these By-Laws, except as otherwise provided in Section 90a of the Act, in which event the approval of two-thirds (2/3) of the first mortgagees shall be required, with each mortgagee to have one (1) vote for each mortgage held. Any mortgagee ballots not returned within ninety (90) days of mailing shall be counted as approval for the change. The affirmative vote of two-thirds (2/3) of owners is considered two-thirds (2/3) of all the owners entitled to vote as of the record date for such votes. Consent from the Developer shall be obtained if any amendment of Article VI is proposed and the Developer continues to own at least one (1) unit in the Project. Consent from the Township of York shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 5. By Developer. These By-Laws may be amended by the Developer, without approval from any owner or mortgagee, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as do not materially alter or change the rights of any owner or mortgagee.

Section 6. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the Office of the Washtenaw County Register of Deeds.

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

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the

consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Project documents.

ARTICLE XVII

COMPLIANCE

The Association and all present or future owners, 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, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the Project shall signify that the Project documents are accepted and ratified. In the event the Project documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by an owner shall entitle the Association or another owner or owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Project 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 owner or owners.

Section 2. Recovery of Costs. In any proceeding arising ,because of an alleged default by an owner, the Association or the owner or owners bringing the legal action, if successful, shall be entitled to recover the costs of the proceedings and actual attorney's fees (not limited to statutory fees), but in no event shall any defending owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Project 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 when

reasonably necessary and summarily remove and abate, at the expense of the owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Project documents. The Association shall have no liability to any 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 Project documents by any owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners in the same manner as prescribed in Article IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending owners as prescribed in said Article IX, Section 5, and after an opportunity for such owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Fifty Dollars (\$50.00) for the second violation, One Hundred Dollars (\$100.00) for the third violation, or be less than One Hundred Dollars (\$100.00) for any subsequent violation.

Section 5. Non-Waiver of Right. The failure of the Association or of any owner to enforce any right, provision, covenant, or condition which may be granted by the Project documents shall not constitute a waiver of the right of the Association or of any such 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 owner or owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Project documents shall be deemed to be cumulative, and the exercise of any one (1) 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 additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Project Documents. An 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 Project documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and actual attorney's fees (not limited to statutory fees). An owner may maintain an action against any other owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Project documents or the Act.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Project documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws or the Project 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 Project documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

STORM WATER MANAGEMENT SYSTEM MAINTENANCE PLAN

1. RESPONSIBILITY FOR MAINTENANCE

a. During construction it is the developer's responsibility to perform the maintenance.

b. Following construction, it will be the responsibility of the Saline Valley Farms Association (SVFA) to perform the maintenance.

c. The Master Deed will specify that routine maintenance of the storm water facilities must be completed within fourteen (14) days of receipt of written notification that action is required, unless other acceptable arrangements are made with the Washtenaw County Drain Commissioner. Should the SVFA fail to act within this time frame, the Washtenaw County Drain Commissioner may perform the needed maintenance and assess the costs against the SVFA.

2. SOURCE OF FINANCING

a. During construction the cost of maintenance tasks is included as part of the soil erosion control measures which are a part of the contractor's bid.

b. After construction the Saline Valley Farms Association will assess its members (all owners of units in the site condominium) to pay for all maintenance activities on a continuing basis.

3. MAINTENANCE TASKS AND SCHEDULE

a. See the charts on the next two pages: The first describes maintenance tasks during construction to be performed by the developer, the second describes maintenance tasks to be performed by the Saline Valley Farms Association.

b. Before turning any portion of the project over to the Association, the developer will have the storm water management system inspected by an engineer to verify grades of the detention and filtration areas and make recommendations for any necessary sediment removal.

MAINTENANCE TASKS AND SCHEDULE DURING CONSTRUCTION

TASKS:	COMPONENTS:									
	Emergency Overflow	Wetlands	Storm Detention Areas	Filtration Basins	Dam	Rip-Rap	Outflow Control Structures	Channels	Catch Basin Inlet Castings	Catch Basin Surps
SCHEDULE:	Weekly	As needed* and prior to turnover	Quarterly	Quarterly and at turnover	Weekly	As needed and prior to turnover	As needed*	0 to 2 times per year	Annually and at turnover	As needed
Inspect for sediment accumulation	X									
Removal of sediment accumulation	X	X								
Inspect for floatables and debris			X	X						
Cleaning of floatables and debris			X	X						
Inspection for erosion					X					
Reestablish permanent vegetation on eroded slopes							X			
Replacement of gravel filters										
Mowing								X		
Inspect structural elements during wet weather and compare to as-built plans (by a professional engineer reporting to the Developer)									X	
Make adjustments or replacements as determined by pre-turnover inspection										X

* "As needed" means when sediment has accumulated to a maximum of one foot depth.

WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 490

EXHIBIT 'B' TO
THE CONSOLIDATING MASTER DEED OF

SALINE VALLEY FARMS

A SITE CONDOMINIUM IN THE TOWNSHIP OF YORK,
WASHTENAW COUNTY, MICHIGAN

Successor Developer:

Bank of Ann Arbor
125 South Fifth Ave.
Ann Arbor, MI 48104

Engineer/Surveyor:

Atwell, LLC
Two Towne Square Suite 700
Southfield, MI 48076

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE PAGE
2	DESCRIPTIONS
3	OVERALL COMPOSITE PLAN
4	SURVEY COMPOSITE PLAN
5	SURVEY PLAN UNITS 1-16 & 74-78
6	SURVEY PLAN UNITS 17-40
7	SURVEY PLAN UNITS 41-50 & 94
8	SURVEY PLAN UNITS 51-73
9	SURVEY PLAN UNITS 79-83 & 89-93
10	SURVEY PLAN UNITS 86-88 & 95
11	SITE PLAN UNITS 1-16 & 74-78
12	SITE PLAN UNITS 17-40
13	SITE PLAN UNITS 41-50 & 94
14	SITE PLAN UNITS 51-73
15	SITE PLAN UNITS 79-83 & 89-93
16	SITE PLAN UNITS 86-88 & 95
17	UTILITY PLAN UNITS 1-16 & 74-78
18	UTILITY PLAN UNITS 17-40
19	UTILITY PLAN UNITS 41-50 & 94
20	UTILITY PLAN UNITS 51-73
21	UTILITY PLAN UNITS 79-83 & 89-93
22	UTILITY PLAN UNITS 86-88 & 95
23	LINE AND CURVE TABLE, CORNER ELEVATION TABLE, AND ELEVATION TABLE
24	FLOODPLAIN PLAN

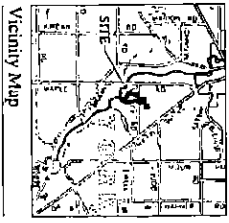
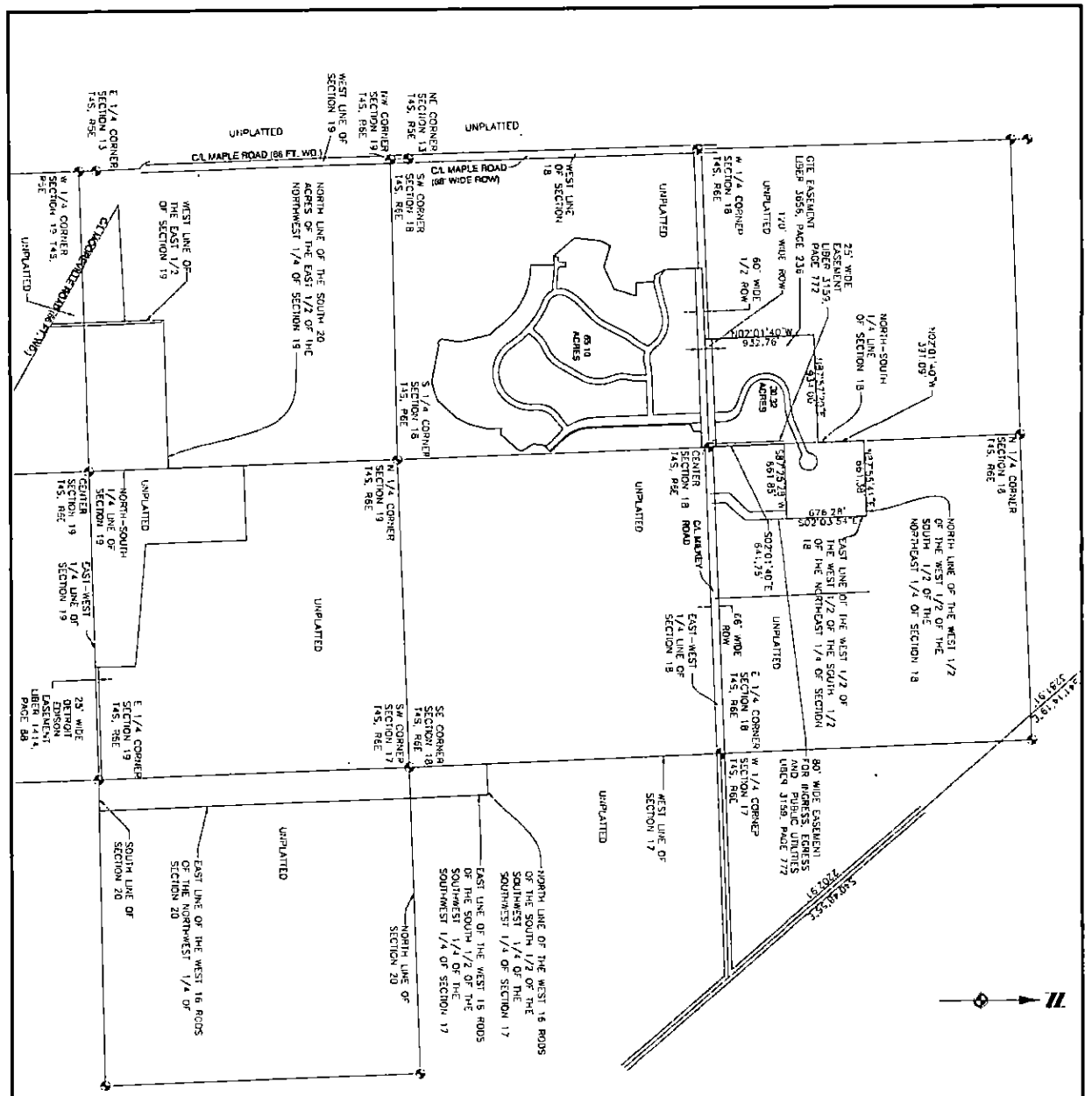


AS-BUILT DATE: NOVEMBER 5, 2014
LISA ENGEHLARD
LICENSED PROFESSIONAL SURVEYOR NO. 48723
ATWELL, LLC
590 TOWNE SQUARE SUITE 700
SOUTHFIELD, MI 48076
(734) 447-2000

TITLE PAGE
SALINE VALLEY FARMS

1

	SECTION 18 TOWNSHIP OF YORK, MICHIGAN
	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B TITLE PAGE

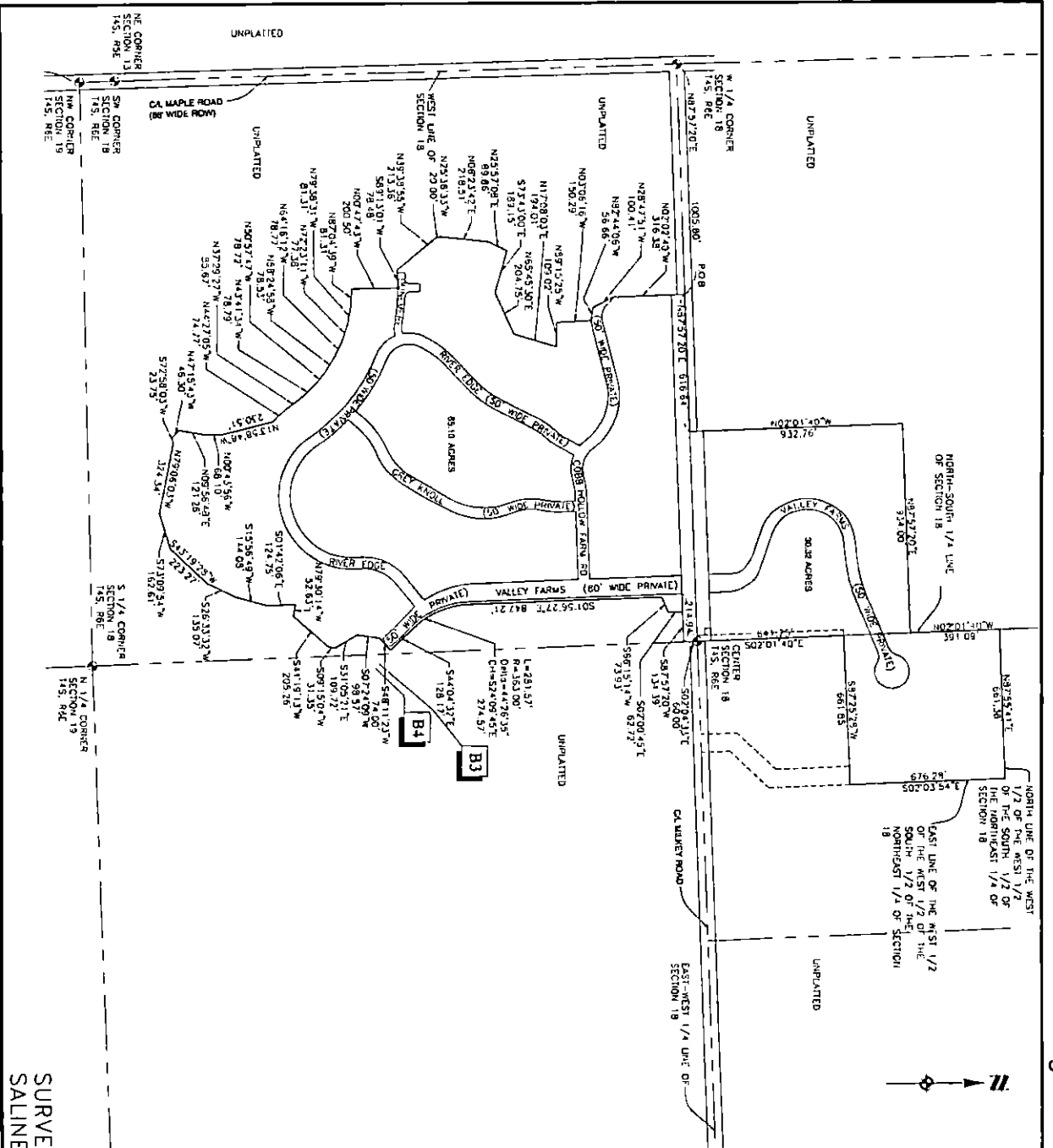


OVERALL COMPOSITE PLAN
3

AS-SUBJECT DATE NOVEMBER 5, 2014
 USA BROTHERLAND
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 1200 TOWN SQUARE SUITE 700
 SOUTHFIELD, MI 48075
 (734) 417-2000

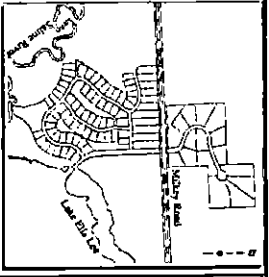


 ATWELL 10000 E. Grand Ave. Suite 100 Grand Haven, MI 49424 Phone: 616-841-1000 Fax: 616-841-1001 www.atwell.com	SECTION 18 TOWN 4 SOUTH RANGE 6 EAST YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN
	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B OVERALL COMPOSITE PLAN
	PREPARED BY DATE DRAWN BY CHECKED BY DATE SCALE SHEET NO. OF 24



SURVEY COMPOSITE PLAN
SALINE VALLEY FARMS

4



Sheet Location Map
NOT TO SCALE

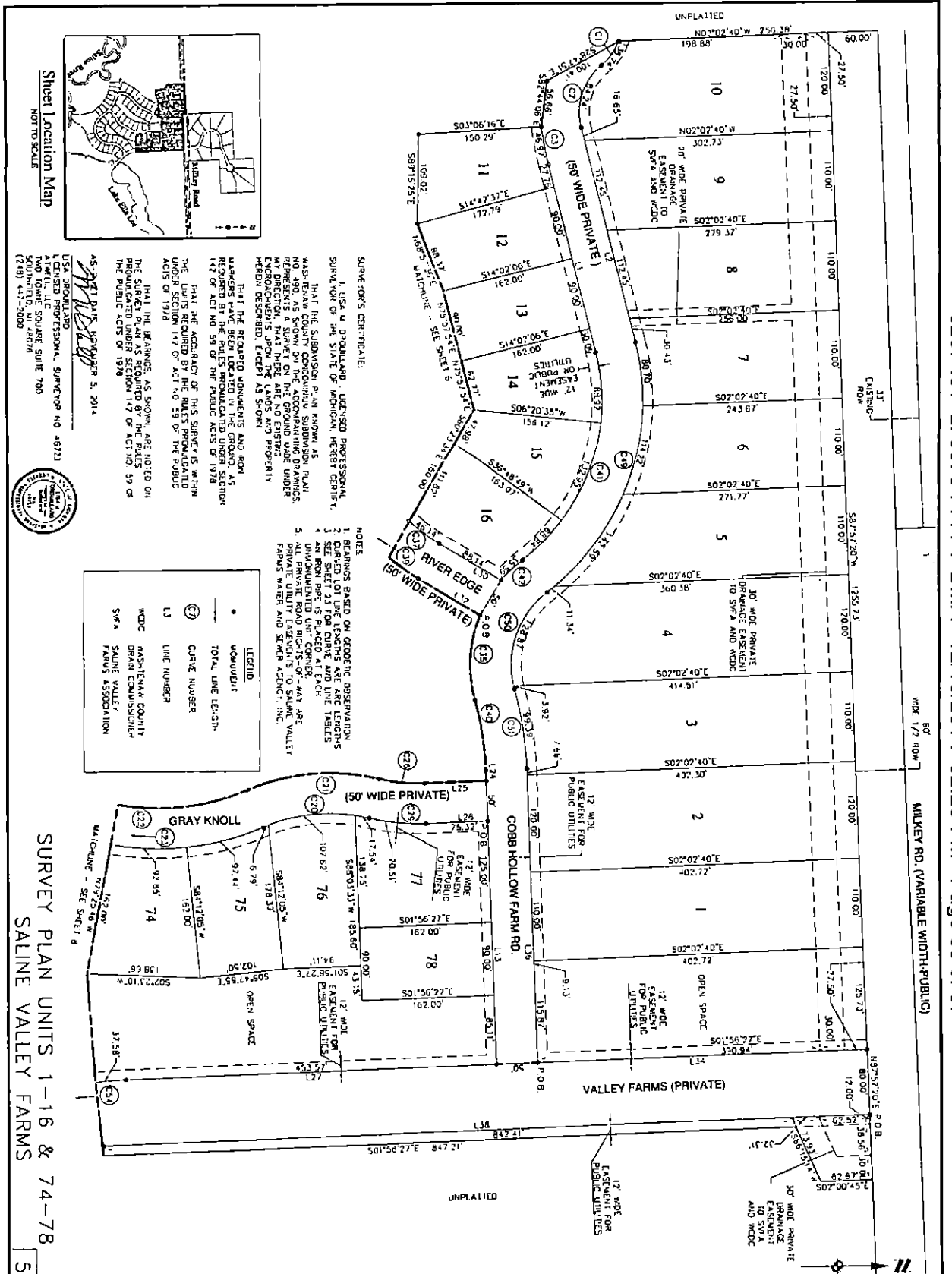
Benchmarks

- B3 North End Northeast Head-oll on Top of Leds Dike, Elevation 722.27 MGD 1925
- B4 East End Northeast Head-oll on Top of Leds Dike, Elevation 722.52 MGD 1925



AS-BUILT DATE: NOVEMBER 5, 2014
 FOR: SALINE VALLEY FARMS
 PROJECT: SALINE VALLEY FARMS SURVEY NO. 48723
 TWO TOWNE SQUARE, SUITE 790
 SOUTHFIELD, MI 48078
 (248) 447-2000

	SECTION 18	TOWNSHIP 4 SOUTH RANGE 2 EAST
	SALINE VALLEY FARMS EXHIBIT II	
SURVEY COMPOSITE PLAN		WASHTENAW COUNTY, MICHIGAN



USA DEDICATED
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 11471 S. LEE SQUARE SUITE 700
 SOUTHFIELD, MI 48074
 (248) 437-2000



LEGEND

- UNBOUND
- CURVE NUMBER
- LINE NUMBER
- MDC MASHTEWAN COUNTY DRAIN COMMISSIONER
- SWFA SALINE VALLEY FARMS ASSOCIATION

SURVEY PLAN UNITS 1-16 & 74-78
 SALINE VALLEY FARMS

5

NOTES:

1. BEARINGS BASED ON GEODETIC OBSERVATION
2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS
3. SEE BEARING AND DISTANCE TABLES
4. UNDOCUMENTED UNIT CORNER
5. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EASEMENTS TO SALINE VALLEY FARMS WATER AND SEWER ASSOCIATION, INC.

CONVEYOR'S CERTIFICATE:

I, USA DEDICATED, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS MASHTEWAN COUNTY DRAIN COMMISSIONER REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING UNDOCUMENTED UNIT CORNERS OR UNDOCUMENTED PROPERTY LINES THAT THE REQUIRED MONUMENTS AND MARKS HAVE BEEN REPRODUCED AND PLACED IN ACCORDANCE WITH SECTION 147 OF THE PUBLIC ACTS OF 1978.

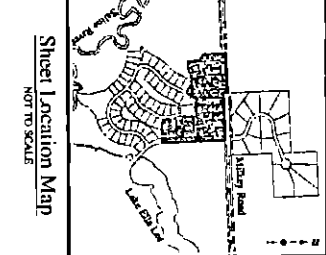
THAT THE ACQUISITION OF THIS SUBJECT EASEMENT UNDER SECTION 147 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

THAT THE BEARINGS AS SHOWN ARE ADJUSTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 147 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978

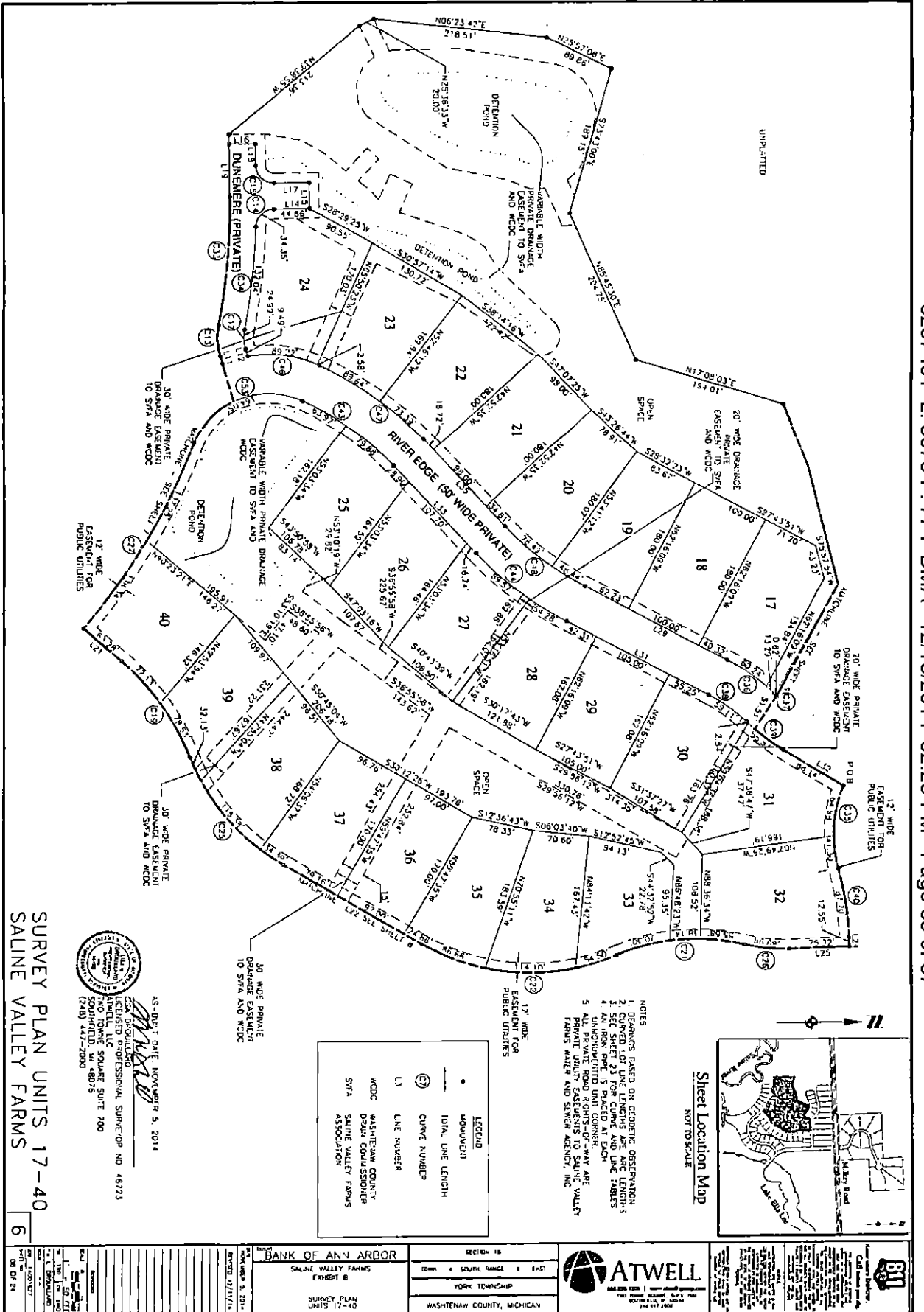
AS WITNESSED BY ME THIS 5th DAY OF SEPTEMBER 2014

ATWELL
 11471 S. LEE SQUARE SUITE 700
 SOUTHFIELD, MI 48074
 (248) 437-2000

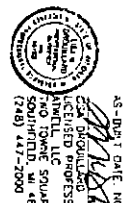
BANK OF ANN ARBOR		SECTION 18	
SALINE VALLEY FARMS EXHIBIT D		TOWN & SOUTH RANGE & EXPT	
SURVEY PLAN UNITS 1-16 & 74-78		WORTH TOWNSHIP	
		MASHTEWAN COUNTY, MICHIGAN	



Sheet Location Map
 NOT TO SCALE



SURVEY PLAN UNITS 17-40
SALINE VALLEY FARMS

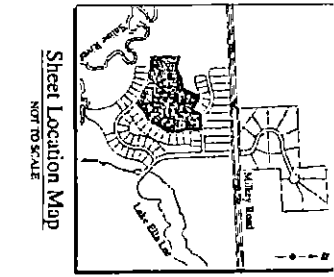


AS-BUILT DATE: NOVEMBER 5, 2014
 ATWELL, LLC
 LICENSED PROFESSIONAL SURVEYOR NO. 48273
 TWO TOWNE SQUARE SUITE 700
 GRAND RAPIDS, MI 49508
 (616) 447-2900

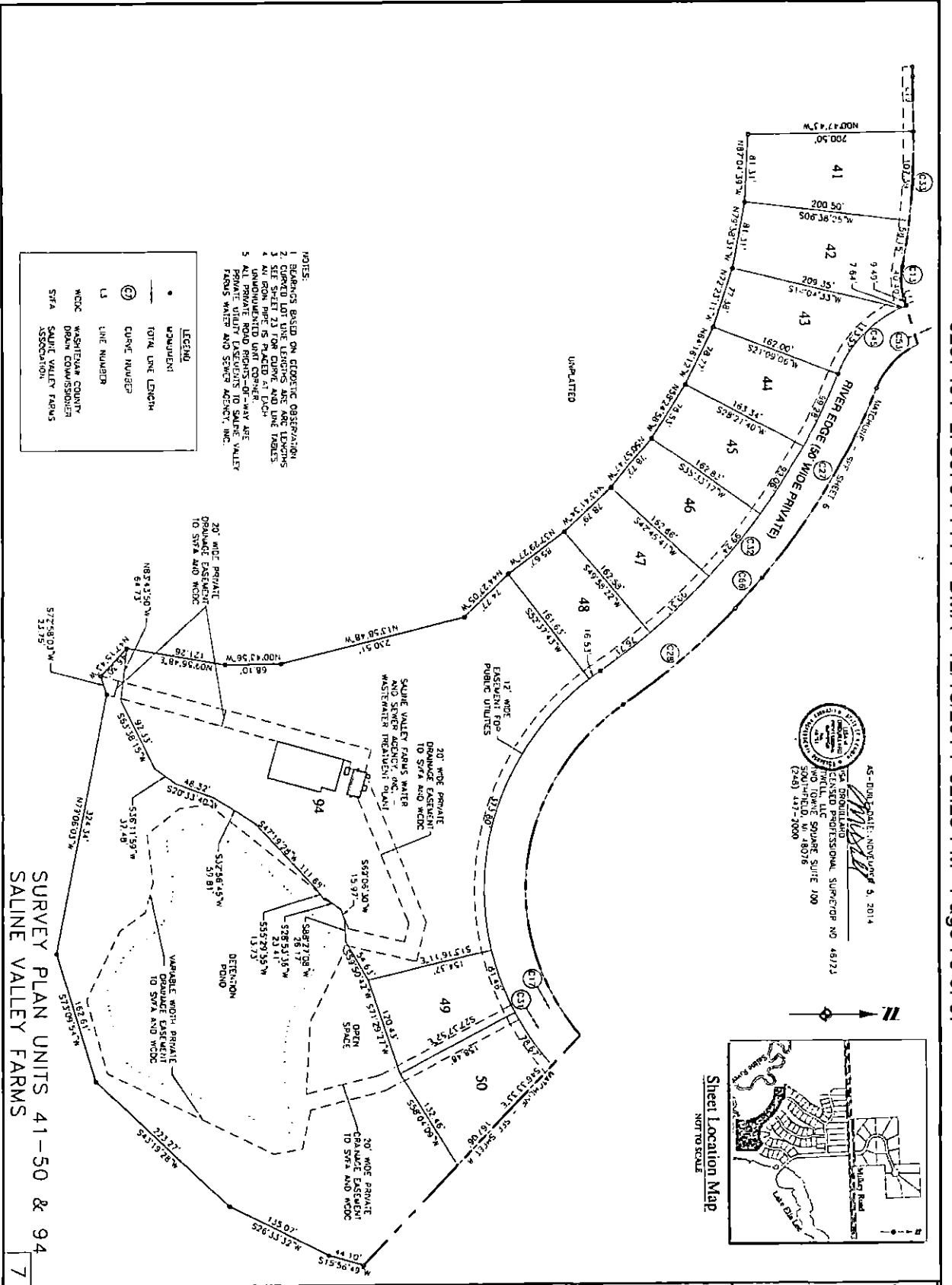
LEGEND

- MONUMENT
- IDEAL LINE LENCH
- ⊙ CURVE NUMBER
- LINE NUMBER
- WCDC WASHTEWAM COUNTY DISTRICT COMMISSIONER SALINE VALLEY FARMS ASSOCIATION
- LJ

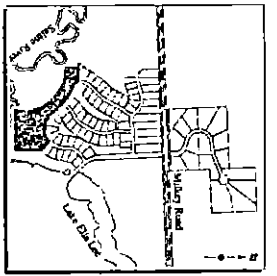
- NOTES**
1. DIMENSIONS BASED ON GEOMETRIC OBSERVATION.
 2. DIMENSIONS OF ALL CURVES AND LINES ARE GIVEN IN THIS SHEET.
 3. SEE SHEET 23 FOR CURVE AND LINE TABLES.
 4. AN IRON PIPE IS PLACED AT EACH UNINCORPORATED UNIT CORNER. WAY ARE PRIVATE UNINCORPORATED UNITS TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.



	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B	SECTION 18 TOWNSHIP 4 NORTH RANGE 6 EAST POKY TOWNSHIP WASHTEWAM COUNTY, MICHIGAN
	SURVEY PLAN UNITS 17-40	6



45- PUBLIC SALE, NOVEMBER 5, 2014
 SA BRONILLAND
 CLERK PROFESSIONAL SURVEYOR NO. 48123
 AND TOWNE SQUARE SUITE 100
 SOUTHFIELD, MI 48076
 (248) 347-7000



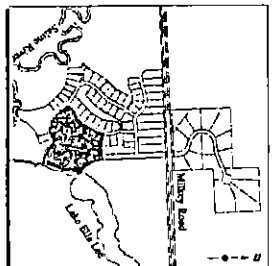
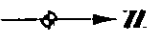
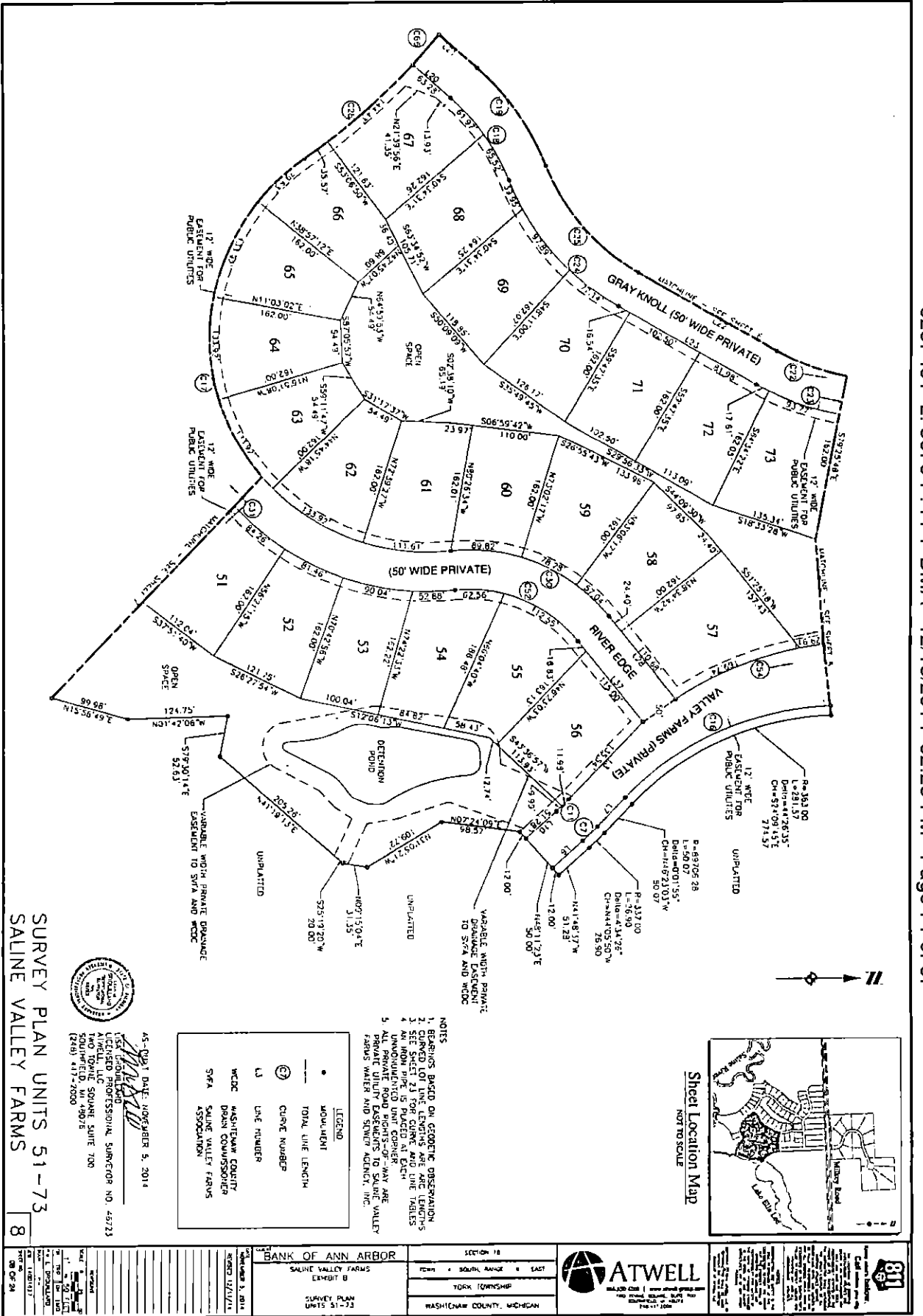
- NOTES:
1. BEARINGS BASED ON ELLIPSOIDIC OBSERVATION
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS
 3. ALL DISTANCES ARE IN FEET AND DECIMAL FRACTIONS
 4. UNADJUDICATED UNIT CORNER
 5. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE FROM SURVEY AND RECORDS TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

LEGEND	
•	ADJACENT
—	TOTAL LINE LENGTH
⊙	CURVE NUMBER
⊙	LINE NUMBER
WDC	WASHINGTON COUNTY
DRPH	DRAINAGE DISTRICT
SYVA	SALINE VALLEY FARMS ASSOCIATION

SURVEY PLAN UNITS 41-50 & 94
 SALINE VALLEY FARMS

7

BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SURVEY PLAN UNITS 41-50 & 94	SECTION 18 TOWNSHIP 36 SOUTH RANGE 6 EAST 10th MICHIGAN WASHINGTON COUNTY, MICHIGAN	ATWELL 10000 10th Street, Suite 100 Grand Rapids, MI 49508 (616) 451-1000 www.atwell.com	Call before you dig Michigan's One-Call Center 1-800-487-3872 www.michigan811.com
	DATE: 12/15/14 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]		



Sheet Location Map
NOT TO SCALE

- NOTES
1. BEARINGS BASED ON GEODETIC OBSERVATION
 2. BEARING OF CENTERLINE OF RIVER EDGE
 3. SEE SHEET 23 FOR CURVE AND LINE TABLES
 4. AN IRON PIPE IS PLACED AT EACH
 5. UNDEVELOPED UNIT CORNER MAY BE PRIVATE TIE TO ADJACENT TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

LEGEND	
•	MONUMENT
—	TOTAL LINE LENGTH
②	CURVE NUMBER
U	LINE NUMBER
WCDC	WASHINGTON COUNTY DRAIN COMMISSIONER
SVA	SALINE VALLEY FARMS ASSOCIATION

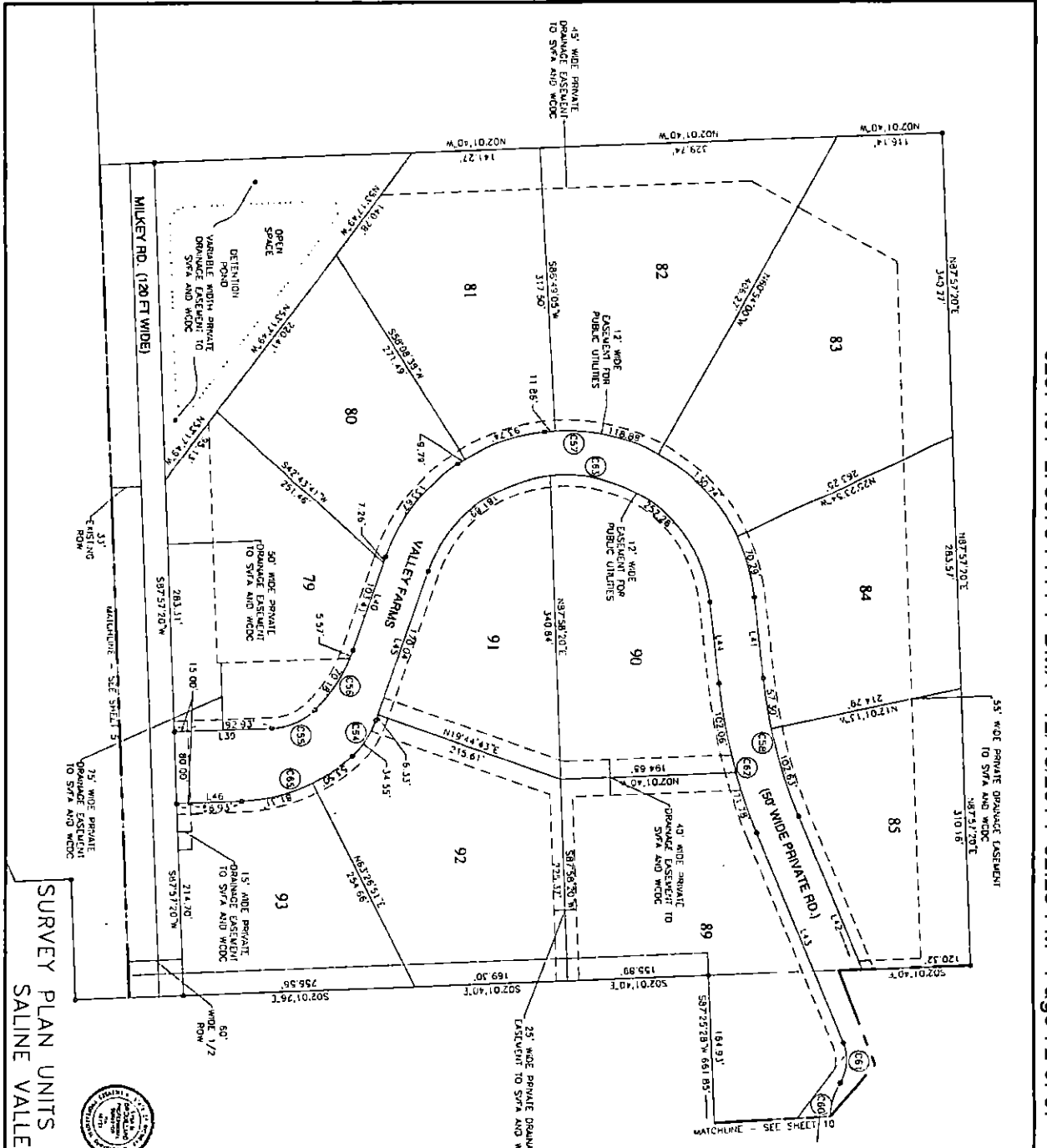


SURVEY PLAN UNITS 51-73
SALINE VALLEY FARMS

8

AS-DRAWN DATE: NOVEMBER 5, 2014
 VSA: [Signature]
 VSA: [Signature]
 LICENSED PROFESSIONAL SURVEYOR NO. 45723
 ATWELL, LLC SQUARE SUITE 700
 500 W. MAIN ST. SALINE, MI 48150
 (248) 417-2000

 ATWELL 10000 E. GRAND AVENUE SUITE 100 ANN ARBOR, MI 48106 (734) 961-1000 FAX: (734) 961-1001 WWW.ATWELL-SURVEYING.COM	SECTION 18 TOWNSHIP 4 SOUTH RANGE 6 EAST YORK TOWNSHIP WASHINGTON COUNTY, MICHIGAN	 Call Before You Dig 811 1-800-487-3872 www.811.org
	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SURVEY PLAN UNITS 51-73	



SURVEY PLAN UNITS 79-85 & 89-93
WASHTENAW COUNTY SALINE VALLEY FARMS

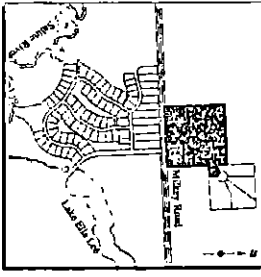


AS-BUILT DATE: NOVEMBER 5, 2014
 USA PRODUKARD
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 MATTHEW J. M...
 1000 S. QUINCY STREET, SUITE 200
 SOUTHFIELD, MI 48075
 (248) 447-7000

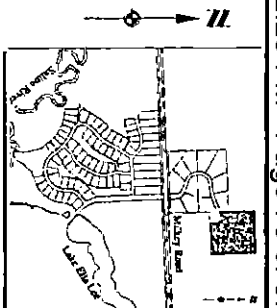
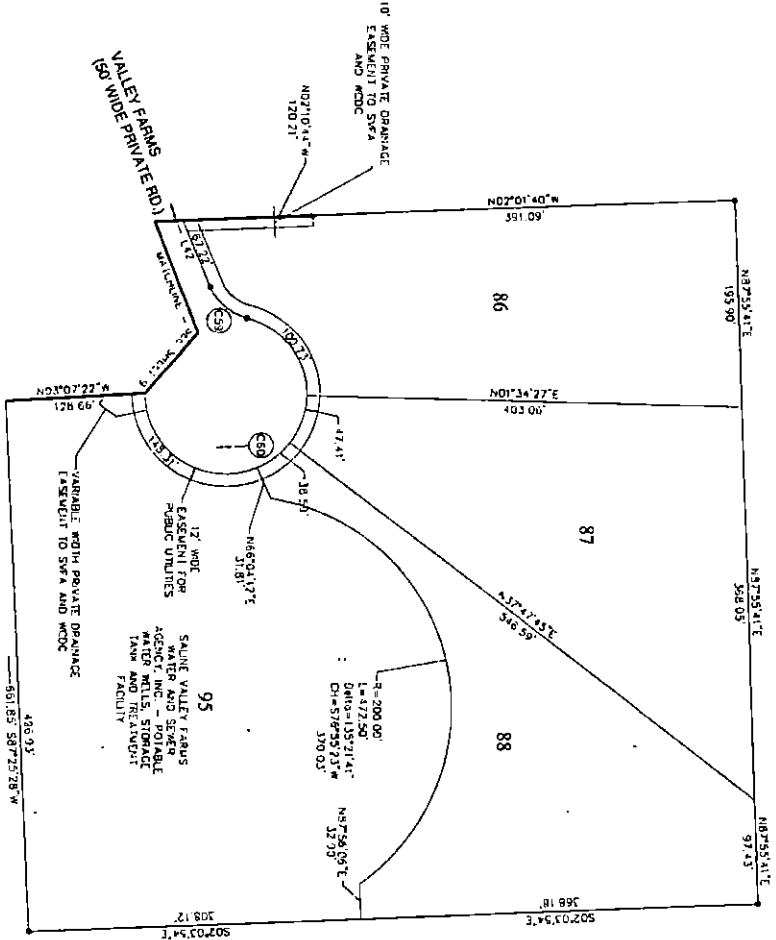
LEGEND	
•	W/QUANT
—	TOTAL LINE LENGTH
⊙	CURVE NUMBER
⊕	LINE NUMBER
WDCD	WASHTENAW COUNTY DEED COMMISSIONER SALINE VALLEY FARMS ASSOCIATION
SWA	SALINE VALLEY FARMS ASSOCIATION

- NOTES**
1. DIMENSIONS BASED ON GEODETIC OBSERVATION.
 2. BEARING AND DISTANCE TO CORNER POINTS ARE GIVEN ON THIS SHEET.
 3. SEE SHEET 23 FOR CURVE AND LINE TABLES.
 4. AN IRON PIPE IS PLACED AT EACH UNDEVELOPED CORNER.
 5. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE SHOWN ON THIS SHEET. SEE W/QUANT FOR SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

Sheet Location Map
 NOT TO SCALE



	SECTION 18
	TOWN 4 SOUTH RANGE 6 EAST
WASHTENAW COUNTY, MICHIGAN	
BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SURVEY PLAN UNITS 79-85 & 89-93	
SHEET NO. 24 OF 24	



- NOTES
1. BEARINGS BASED ON GEODETIC OBSERVATION
 2. SEE SHEET 23 FOR DRIVE AND LINE TABLES
 3. ALL IRON PIPES PLACED AT EACH
 4. UNKOWN/CHIEF UNIT CORNER
 5. PRIVATE ROAD RIGHTS-DRIVEWAY ARE PLACED TO THE WEST OF SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

LEGEND	
•	ADJUMENT
---	TOTAL LINE LENGTH
⑦	CURVE NUMBER
U	LINE NUMBER
WDC	WASHINGTON COUNTY DRAIN COMMISSIONER
SVA	SALINE VALLEY FARMS ASSOCIATION

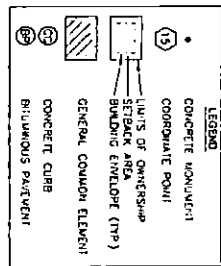
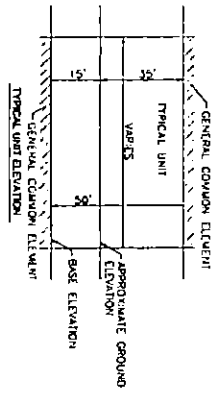
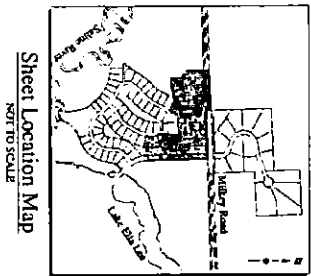
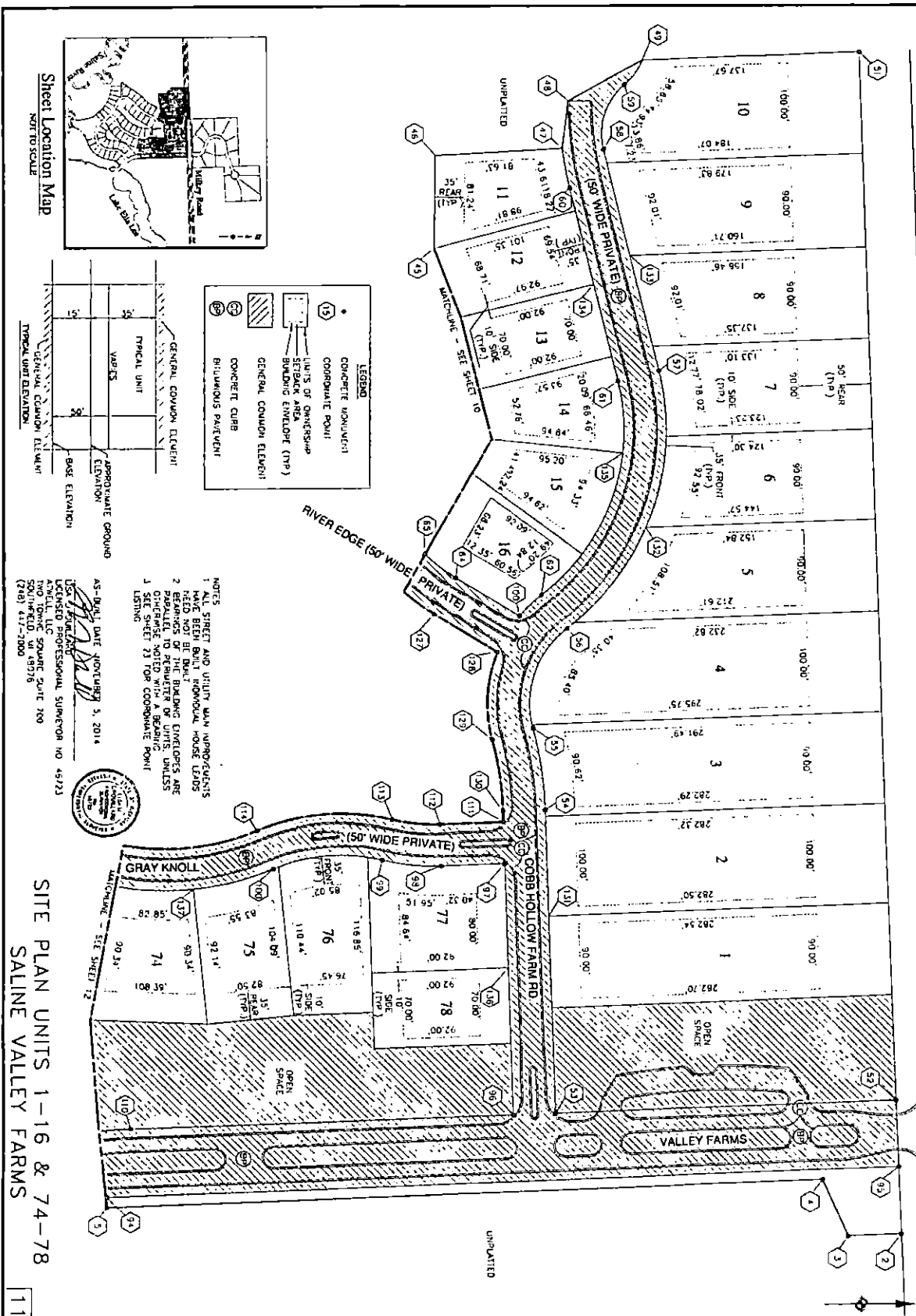


AS-BUILT DATE: NOVEMBER 5, 2014
 LISA BRODELL
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 100 TOWN SQUARE SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447-2000

**SURVEY PLAN UNITS 86-88 & 95
 SALINE VALLEY FARMS**

BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SURVEY PLAN UNITS 86-88 & 95	SECTION 18 TOWN OF SOUTH RANGE 6 EAST YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN	ATWELL 10000 E. Grand Ave. Suite 100 Ann Arbor, MI 48106 (734) 769-1000	City of Southfield 10000 E. Grand Ave. Suite 100 Ann Arbor, MI 48106 (734) 769-1000
	NOVEMBER 3, 2014 REVISION 12/17/14		

MILKEY RD. (VARIABLE WIDTH-PUBLIC)



NOTES

1. ALL STREET AND UTILITY MARK INFORMATION HAS BEEN FIELD CHECKED AND FOUND TO BE CORRECT.
2. DIMENSIONS OF THE BUILDING ENVELOPES ARE PARALLEL TO THE PERIMETER OF THE UNITS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 73 FOR COORDINATE POINT LISTING.

AS-BUILT DATE: NOVEMBER 5, 2014

DESIGNED BY: GEORGE S. ATWELL, P.E.

PROJECT: SALINE VALLEY FARMS EXHIBIT B

APPROVED BY: GEORGE S. ATWELL, P.E.

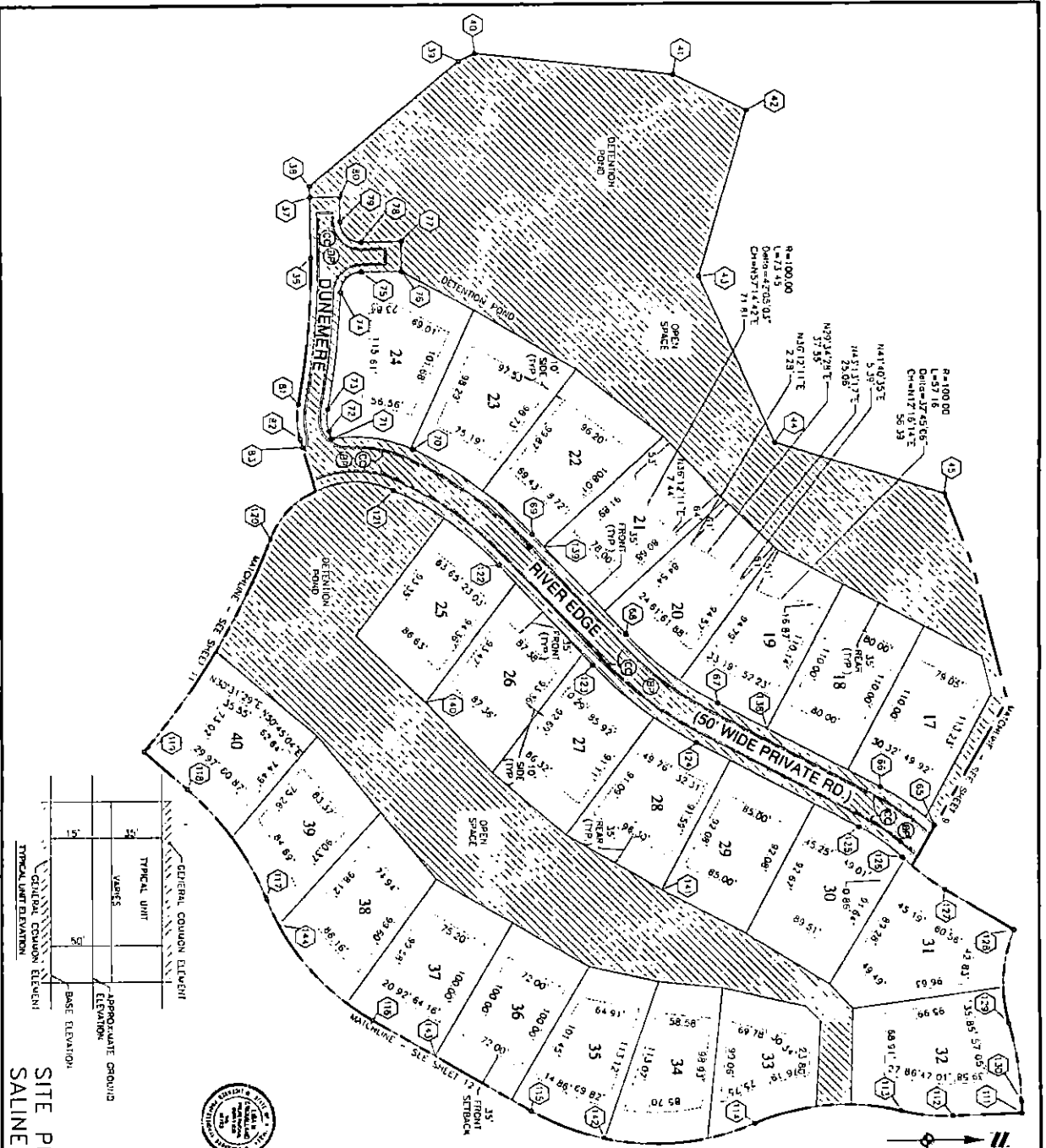
SCALE: 1/8" = 1'-0"

SITE PLAN UNITS 1-16 & 74-78

SALINE VALLEY FARMS

111

<p>BANK OF ANN ARBOR</p> <p>SALINE VALLEY FARMS EXHIBIT B</p> <p>SITE PLAN UNITS 1-16 & 74-78</p> <p>NOVEMBER 5, 2014</p>	<p>SECTION 18</p> <p>Town - SOUTH RANGE - EAST</p> <p>TORR TOWNSHIP</p> <p>WASHINGTON COUNTY, MICHIGAN</p>	<p>ATWELL</p> <p>REGISTERED PROFESSIONAL ENGINEER</p> <p>NO. 10000</p> <p>EXPIRES 12/31/2015</p> <p>10000</p> <p>10000</p> <p>10000</p>	<p>811</p> <p>Call Before You Dig</p> <p>1-800-485-5747</p> <p>www.callbeforeyoudig.com</p>



SITE PLAN UNITS 17-40
SALINE VALLEY FARMS

12

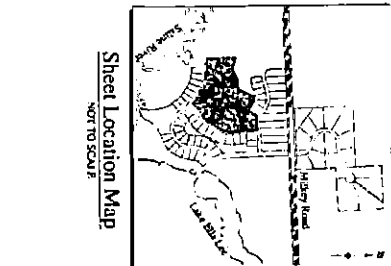


AS-BUILT DATE: NOVEMBER 7, 2014
 USA: DELOACH, MICHAEL J.
 REGISTERED PROFESSIONAL SURVEYOR NO. 48723
 ATWELL, LLC
 740 TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447-7000

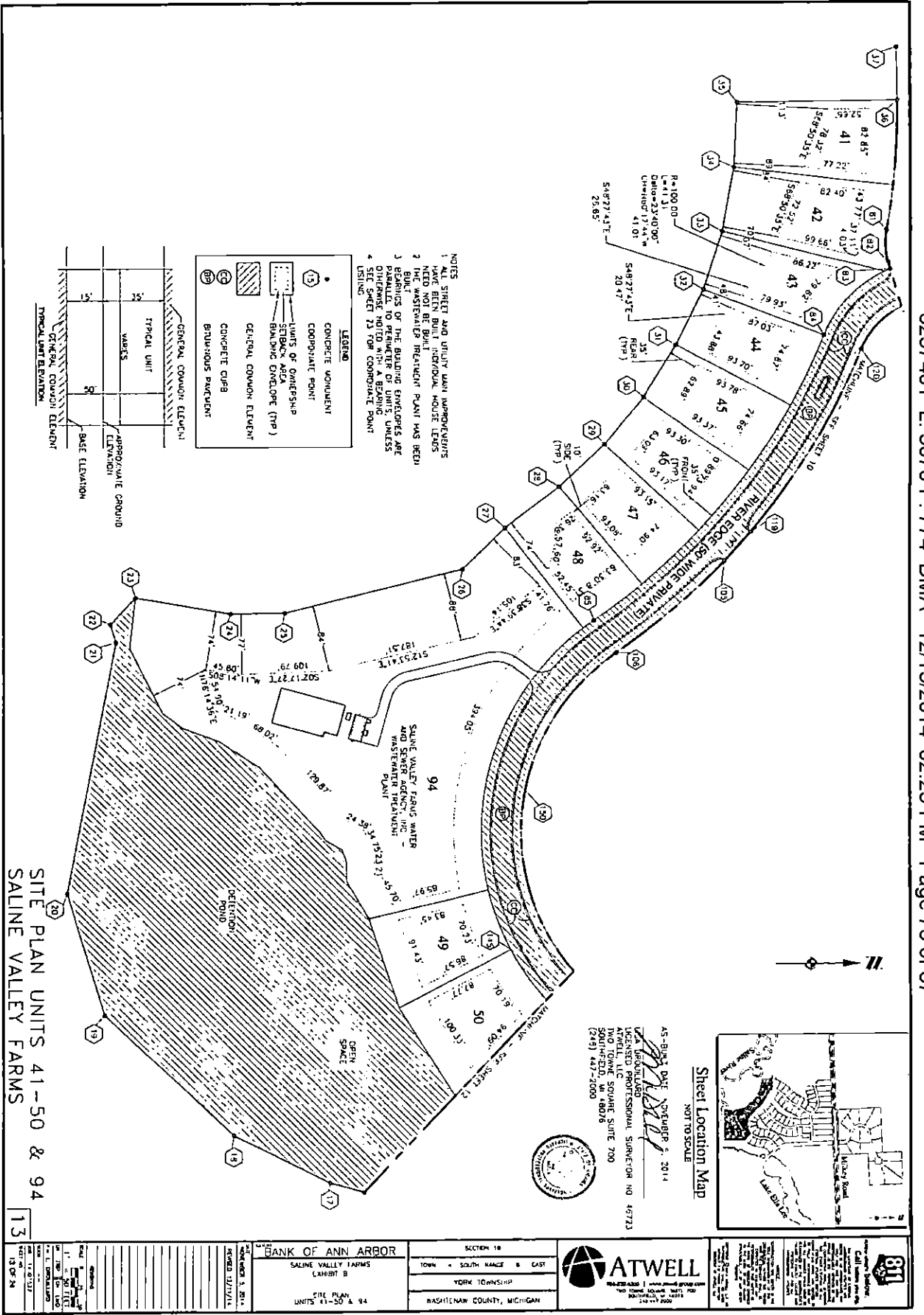
LEGEND

- (17) CONCRETE MONUMENT
- (18) COORDINATE POINT
- (19) UNITS OF DUNESMERE
- (20) SETBACK AND BUILDING ENVELOPE (TYP)
- (21) GENERAL COMMON ELEVATION
- (22) CONCRETE CURB
- (23) BRICKWORK PAVEMENT

- NOTES**
1. ALL STREET AND UTILITY MAIN IMPROVEMENTS HAVE BEEN BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
 2. SKETCHES OF THE BUILDING ENVELOPES ARE OTHERWISE NOTED WITH A BASHING WHEELS LISTING.
 3. SEE SHEET 23 FOR COORDINATE POINT LISTING.



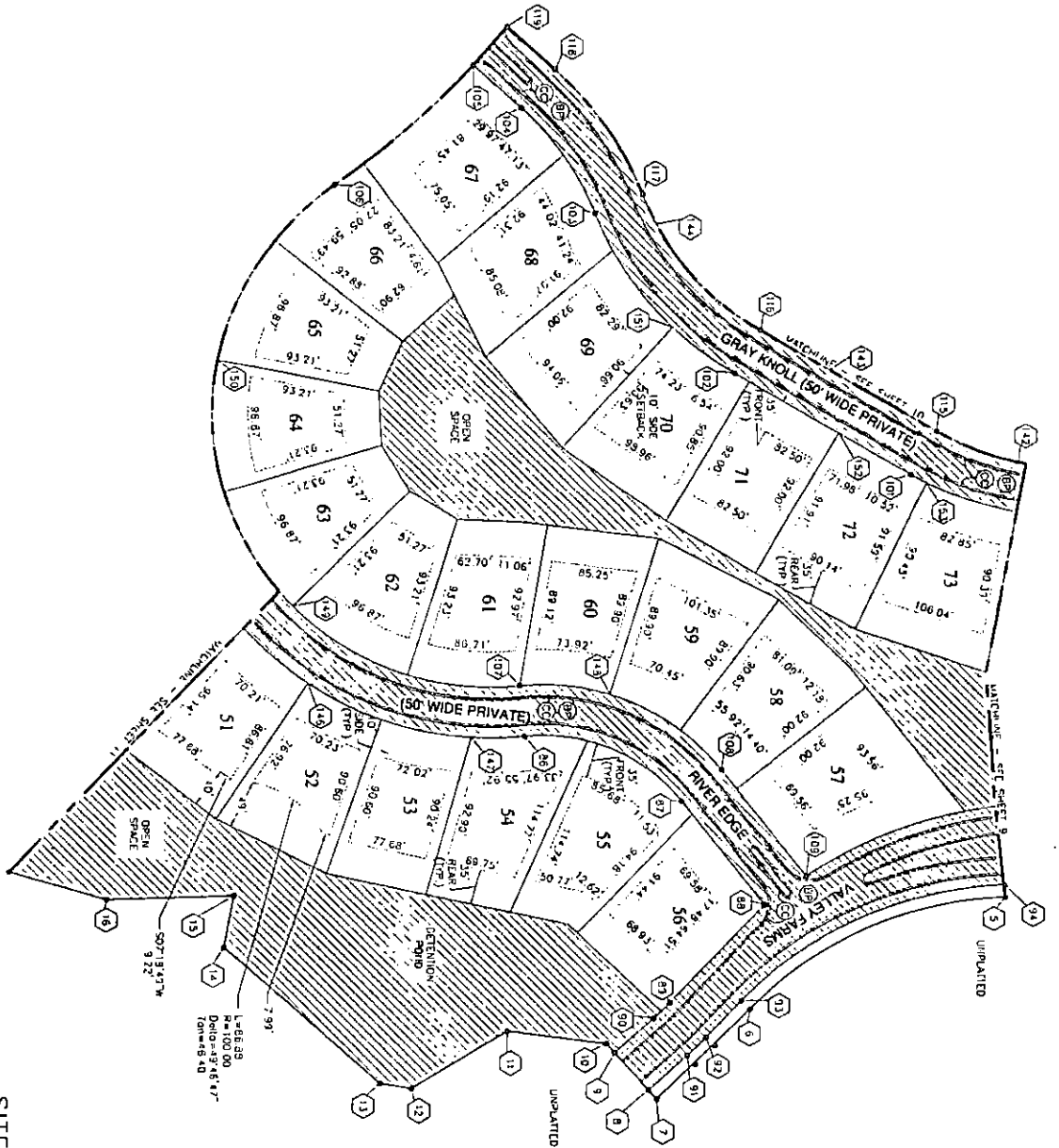
BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SITE PLAN UNITS 17-40	SECTION 18 TOWNSHIP SOUTH, RANGE 8 EAST YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN	<p>ATWELL MICHAEL J. DELOACH REGISTERED PROFESSIONAL SURVEYOR LICENSE NO. 785 740 TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 (248) 447-7000</p>	<p>811 Call Before You Dig 1-800-4-A-DIG 1-800-486-4343 www.callbeforeyoudig.com</p>
	NOVEMBER 7, 2014 MICHAEL J. DELOACH REGISTERED PROFESSIONAL SURVEYOR		



SITE PLAN UNITS 41-50 & 94
SALINE VALLEY FARMS

173

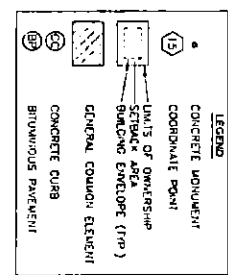
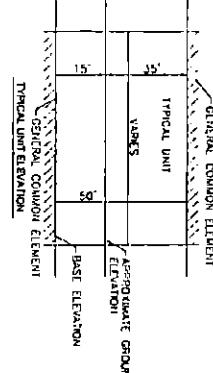
<p>ATWELL Professional Engineer No. 447-2000 2400 Westland Road Westland, MI 48090 (248) 447-2000</p>	<p>SECTION 18 TOWN - SOUTH RANGE 6 EAST YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN</p>	<p>BANK OF ANN ARBOR SALINE VALLEY FARMS LAXBERT B SITE PLAN UNITS 41-50 & 94</p>	<p>DATE: 12/15/2014 REVISION: 12/15/2014</p>
	<p>DATE: 12/15/2014 REVISION: 12/15/2014</p>	<p>DATE: 12/15/2014 REVISION: 12/15/2014</p>	<p>DATE: 12/15/2014 REVISION: 12/15/2014</p>



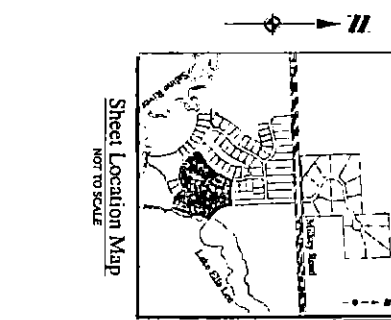
SITE PLAN UNITS 51-73
SALINE VALLEY FARMS



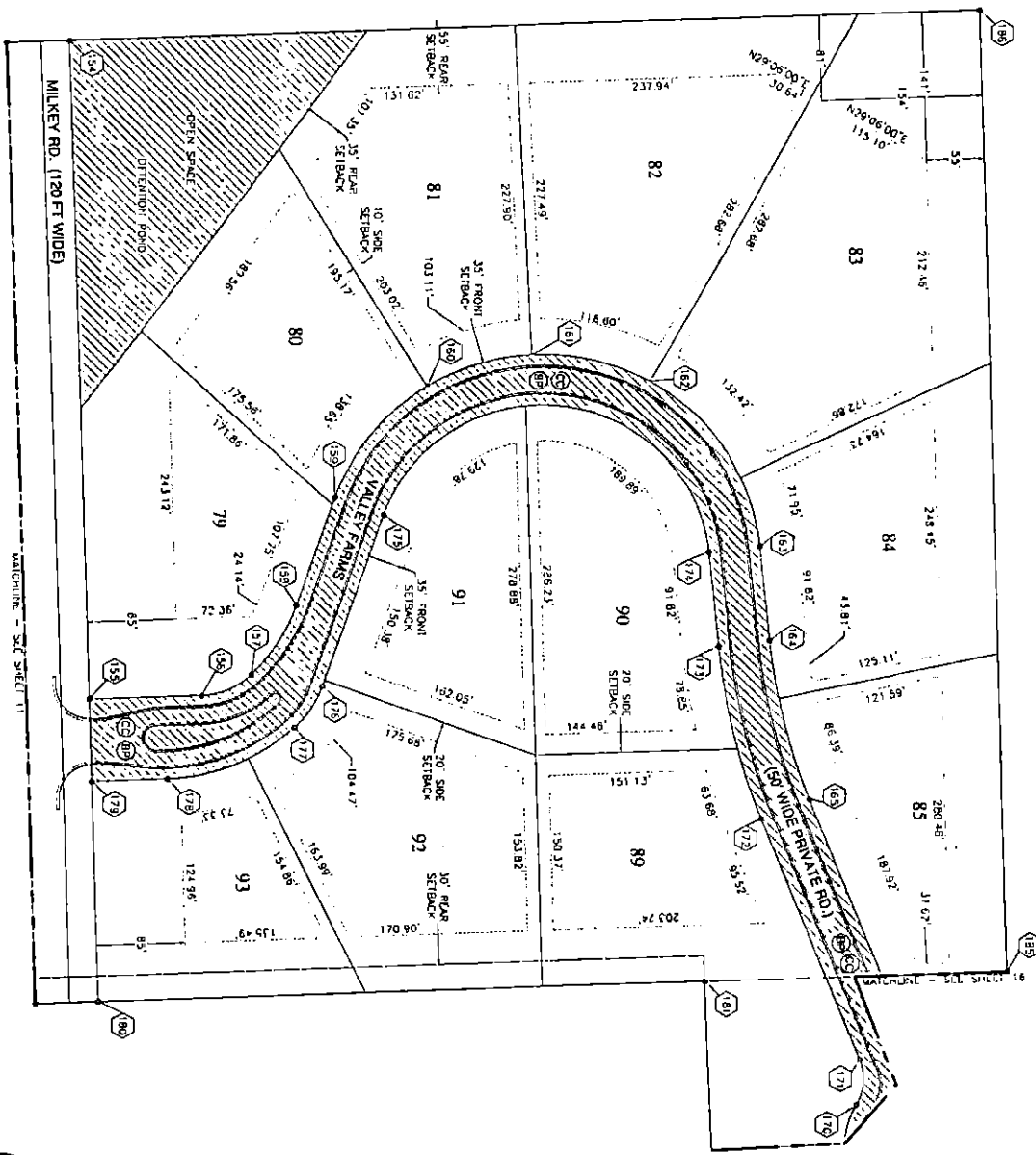
AS-BUILT DATE: NOVEMBER 2011
 LISA G. ATWELL
 LICENSED PROFESSIONAL SURVEYOR NO. 46773
 ATWELL LLC SQUARE SUITE 700
 500 W. HENRI ST. ANN ARBOR, MI 48106
 (734) 417-2000



- NOTES**
1. ALL STREET AND UTILITY MAIN IMPROVEMENTS HAVE BEEN SHOWN REMOVING HOUSE LEADS.
 2. BEARS OF THE BUILDING ENGINEERS ARE PARALLEL TO PERMITS OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 3. SEE SHEET 23 FOR COORDINATE POINT LISTING.



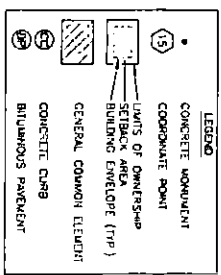
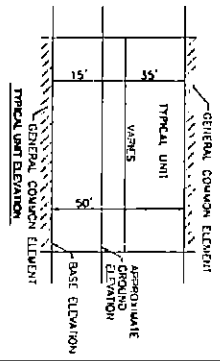
SHEET NO. 14 OF 24 DATE: 12/15/2014	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B SITE PLAN UNITS 51-73	SECTION 18	ATWELL 500 W. HENRI ST. ANN ARBOR, MI 48106 (734) 417-2000
		TOWN & SOUTH RANGE 8 EAST	



SITE PLAN UNITS 79-85 & 89-93
SALINE VALLEY FARMS

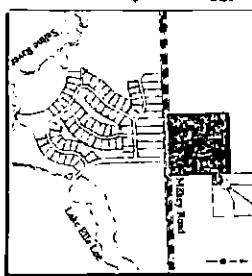


45-BUILT DATE NOVEMBER 5, 2014
 ATWELL, LLC
 170 TOWNE SQUARE SUITE 700
 SALINE, MI 48178
 (248) 417-2000

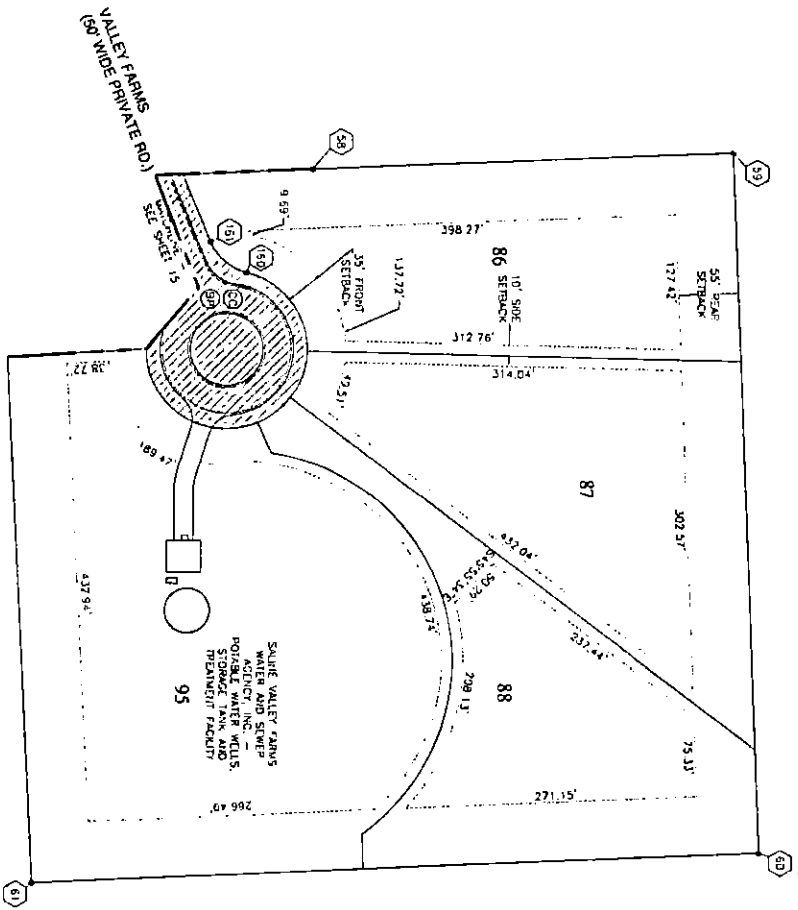


- NOTES**
1. ALL STREET AND UTILITY MAIN APPROXIMATIONS HAVE BEEN MADE. INDIVIDUAL HOUSE LOTS NEED NOT BE BUILT.
 2. DIMENSIONS OF THE BUILDING ENVELOPES ARE APPROXIMATE. DIMENSIONS OF THE BUILDINGS ARE OTHERWISE NOTED WITH A BREAK. UNLESS LISTED.
 3. SEE SHEET 23 FOR COORDINATE POINT LISTING.

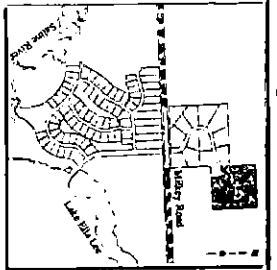
Sheet Location Map
 NOT TO SCALE



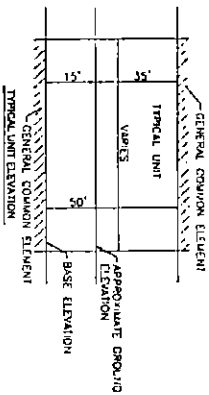
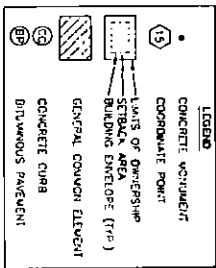
<p>BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B</p>	SECTION 16	<p>ATWELL 170 TOWNE SQUARE SUITE 700 SALINE, MI 48178 (248) 417-2000</p>
	Town & Range EAST	
SHEET 15 15 OF 24	SITE PLAN UNITS 79-85 & 89-93	15 OF 24



Sheet Location Map
NOT TO SCALE



- NOTES
1. ALL STREET AND UTILITY YAM IMPROVEMENTS SHALL BE SHOWN ON INDIVIDUAL HOUSE LOTS. NEED NOT BE SHOWN ON THIS PLAN.
 2. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 3. LISTING 23 FOR CORNER POINT.
 4. WATER WELLS AND STORAGE TANK AND TREATMENT FACILITY HAVE BEEN DULY.

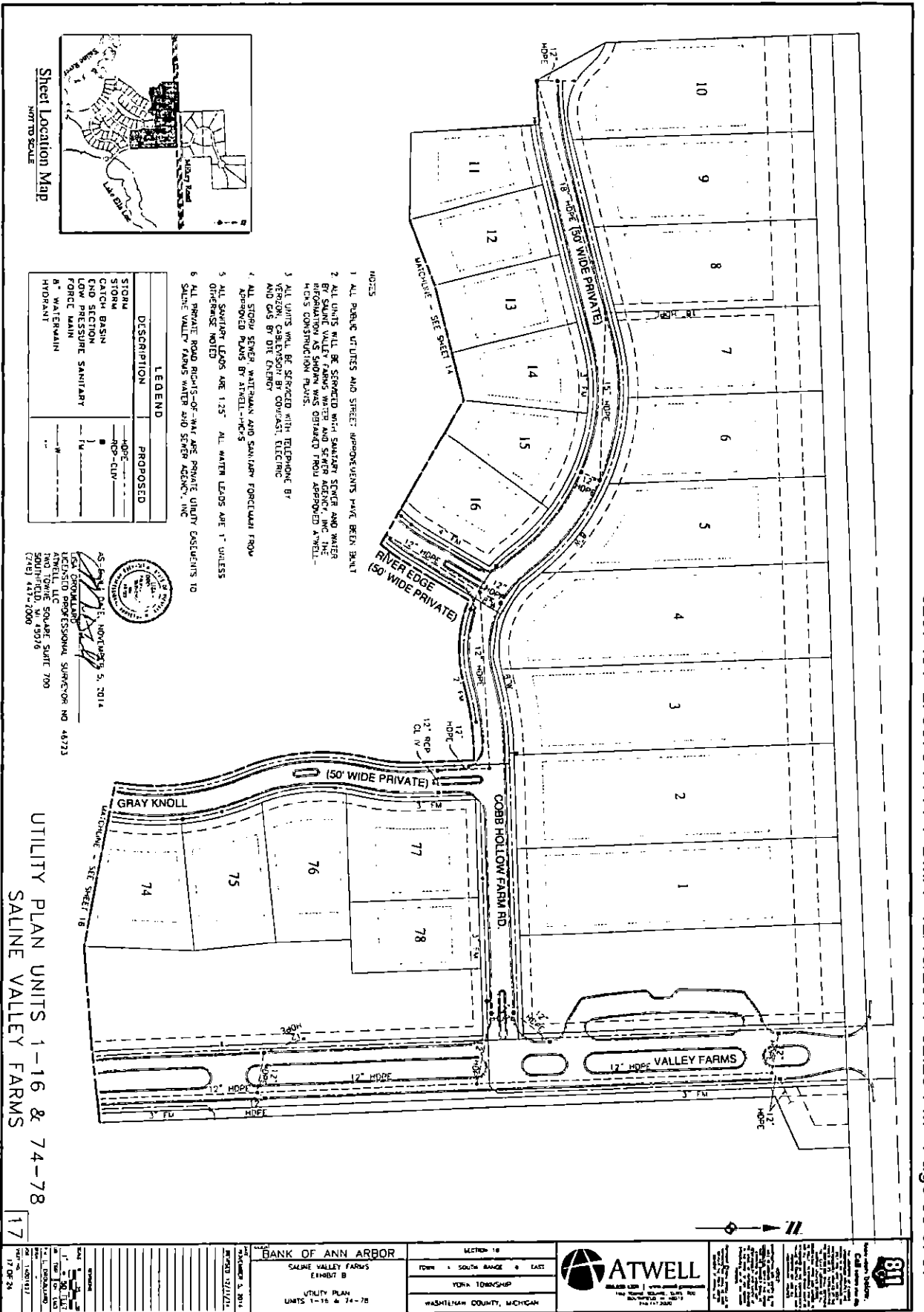


AS-BUILT DATE: NOVEMBER 3, 2014
 ATWELL INC.
 LICENSED PROFESSIONAL SURVEYOR NO. 46173
 1700 TOWNE SQUARE SUITE 700
 ANN ARBOR MI 48106-1507S
 (734) 441-7200

SITE PLAN UNITS 86-88 & 95
 SALINE VALLEY FARMS

16

BANK OF ANN ARBOR SALINE VALLEY FARMS CAMBIO B SHEET PLAN UNITS 86-88 & 95	SECTION 18	ATWELL 1700 TOWNE SQUARE SUITE 700 ANN ARBOR MI 48106-1507S (734) 441-7200	ATWELL INC. LICENSED PROFESSIONAL SURVEYOR NO. 46173 1700 TOWNE SQUARE SUITE 700 ANN ARBOR MI 48106-1507S (734) 441-7200
	Town = SOUTH, Range = E, East		
WASHINGTON COUNTY, MICHIGAN			



NOTES

- 1 ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN SHOWN
- 2 ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC. THE EXISTING SANITARY SEWER AND WATER MAINS ARE SHOWN FROM APPROVED PLANS.
- 3 ALL UNITS WILL BE SERVICED WITH TELEPHONE BY AND/OR CABLEVISION BY COXCAST, ETC. BY THE OWNER.
- 4 ALL STORM SEWER, WATERMAIN AND SANITARY FORCEMAIN FROM APPROVED PLANS BY ATWELL-INC'S
- 5 ALL SANITARY LEADS ARE 12" ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED
- 6 ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EASEMENTS TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

LEGEND

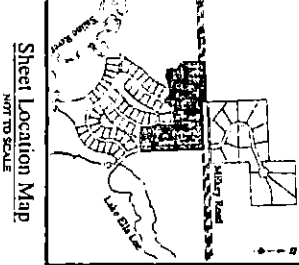
DESCRIPTION	PROPOSED
STORM MAIN	---
CATCH BASIN	CB
END SECTION	ES
LOW PRESSURE SANITARY FORCE MAIN	---
R. WATERMAIN	---
HYDRANT	---

AS PER PLAN 11, NOVEMBER 5, 2014
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 LEGAL COUNSEL
 TWO TOWNE SQUARE SUITE 700
 SOUTHFIELD, MI 48036
 (734) 443-0000

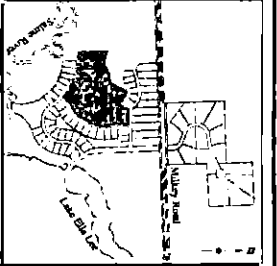
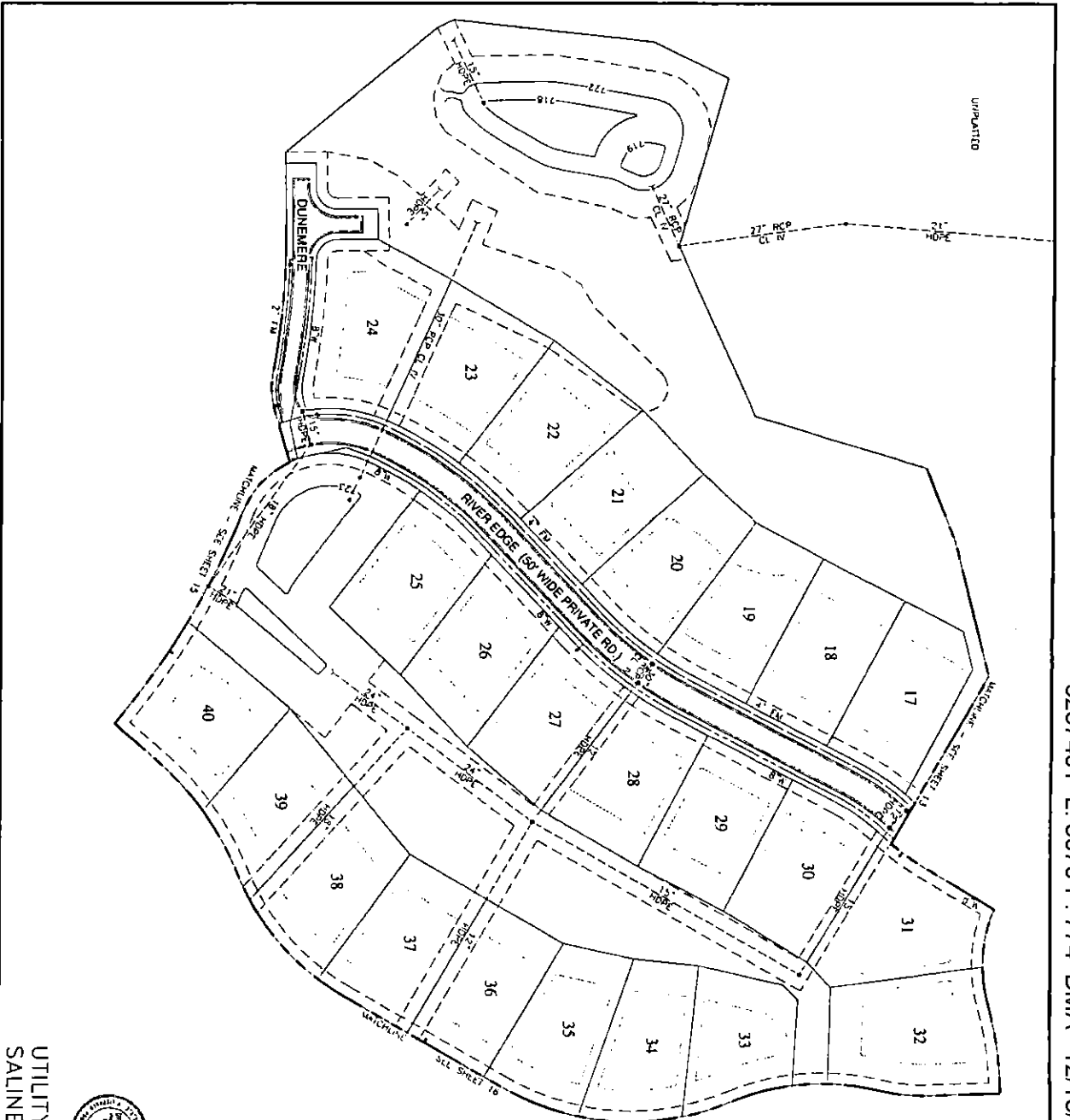
UTILITY PLAN UNITS 1-16 & 74-78

17

<p>BANK OF ANN ARBOR SALINE VALLEY FARMS EMBERT B UTILITY PLAN UNITS 1-16 & 74-78</p>	<p>METHOD TOWN & SOUTH RANGE & EAST YORK TOWNSHIP WASHINGTON COUNTY, MICHIGAN</p>	<p>ATWELL 10000 LEE 48134 10000 LEE 48134 THE ATWELL GROUP, SUITE 100 10000 LEE 48134 (248) 443-2000</p>	<p>Call Before You Dig 1-800-4-A-DIG 1-800-486-4868</p>



Sheet Location Map
 NORTH ARROW
 NOT TO SCALE



NOTES:

- 1 ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN SHOWN.
- 2 ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY SALINE VALLEY FARMS WATER AND SEWER SERVICE, INC. HANDOVERS SHALL BE SHOWN AS APPROVED BY THE TOWNSHIP ENGINEER AND ATWELL ENGINEERS CONSTRUCTION PLANS.
- 3 ALL UNITS WILL BE SERVICED WITH TELEPHONE BY TELEPHONE SERVICE COMPANY. HANDOVERS SHALL BE SHOWN AS APPROVED BY THE TOWNSHIP ENGINEER AND ATWELL ENGINEERS CONSTRUCTION PLANS.
- 4 ALL STORM SEWERS, WATERMAIN AND SANITARY SEWERS SHALL BE SERVICED BY APPROVED PLANS BY ATWELL ENGINEERS.
- 5 ALL SANITARY LEADS ARE 1.25" ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.
- 6 ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EXCEPTING TO SALINE VALLEY FARMS WATER AND SEWER SERVICE, INC.

DESCRIPTION	PROPOSED
STORM	---
STORM	---
CATCH BASIN	CB
END SECTION	ES
LOW PRESSURE SANITARY	---
FORCE MAIN	FM
8" WATERMAIN	W
HYDRANT	H

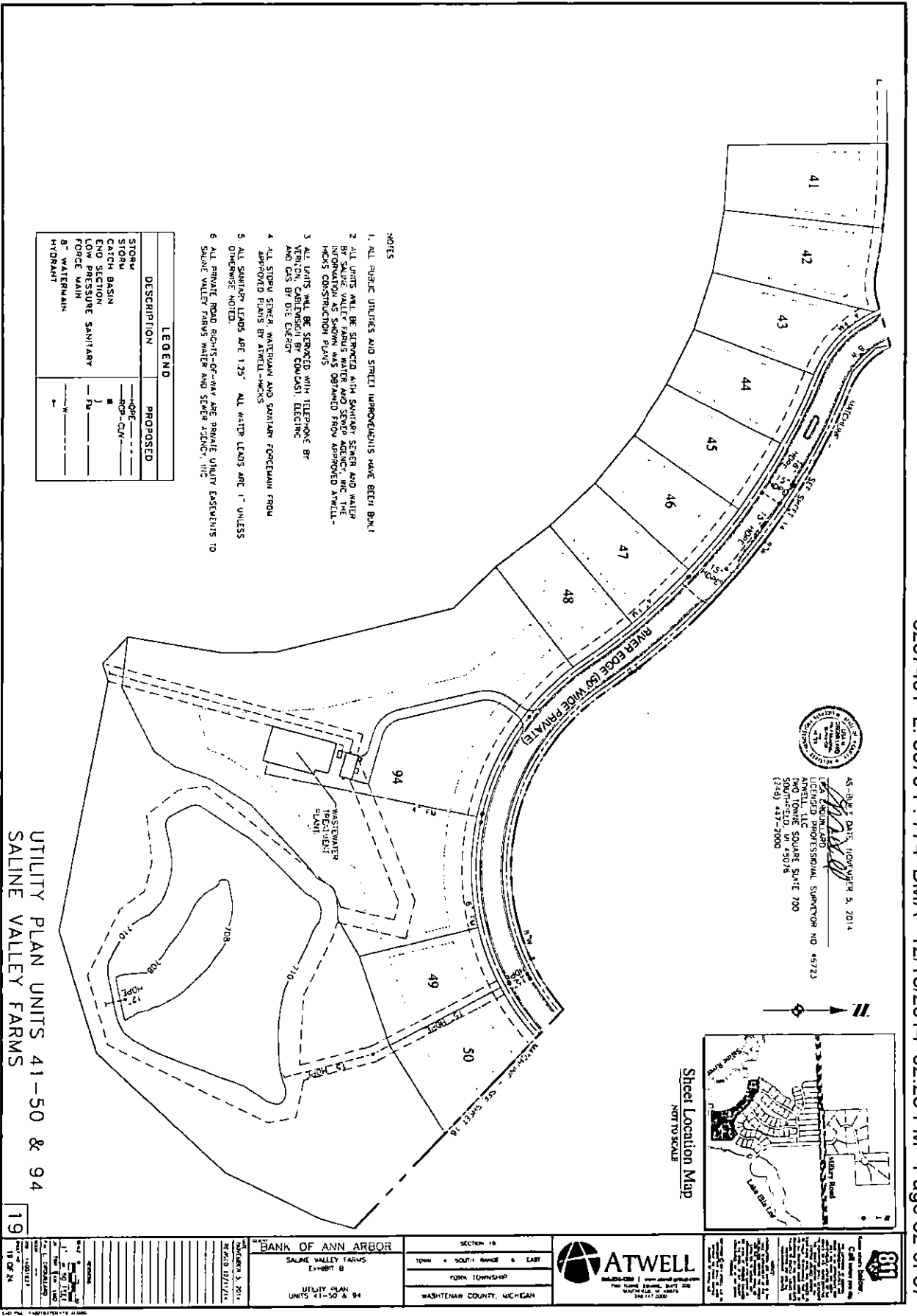
UTILITY PLAN UNITS 17-40
SALINE VALLEY FARMS

18



AS-BUILT DATE: NOVEMBER 5, 2014
 LISA L. ATWELL
 LICENSED PROFESSIONAL SURVEYOR NO. 49723
 ATWELL, LLC
 TWO TOWNE SQUARE SUITE 700
 SOUTHWFIELD, MI 48078
 (248) 447-2800

<p>BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B UTILITY PLAN UNITS 17-40</p>	<p>SECTION 18 TOWNSHIP OF SOUTH RANGE & EAST YORP TOWNSHIP WASHTENAW COUNTY, MICHIGAN</p>	<p>ATWELL ENGINEERS, INC. 26000 SOUTHWFIELD, MI 48078 (248) 447-2800</p>	<p>DATE: 11/15/14 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN IN CHARGE: J. B. BROWN PROJECT NO.: 180924</p>
	<p>DATE: 11/15/14 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN IN CHARGE: J. B. BROWN PROJECT NO.: 180924</p>		

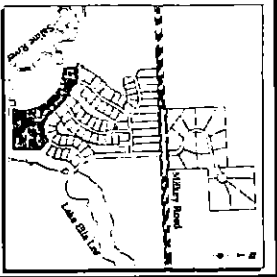


LEGEND	
DESCRIPTION	PROPOSED
STORM	---OPF---
STORM	---RSP---C/W---
CATCH BASIN	■
END SECTION	— —
LOW PRESSURE SANITARY	— —
FORCE MAIN	— —
8" WATERMAIN	— —
HYDRANT	— —

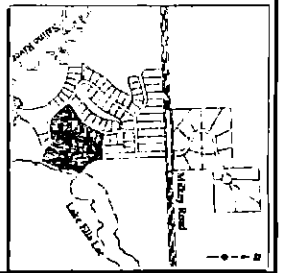
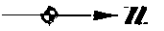
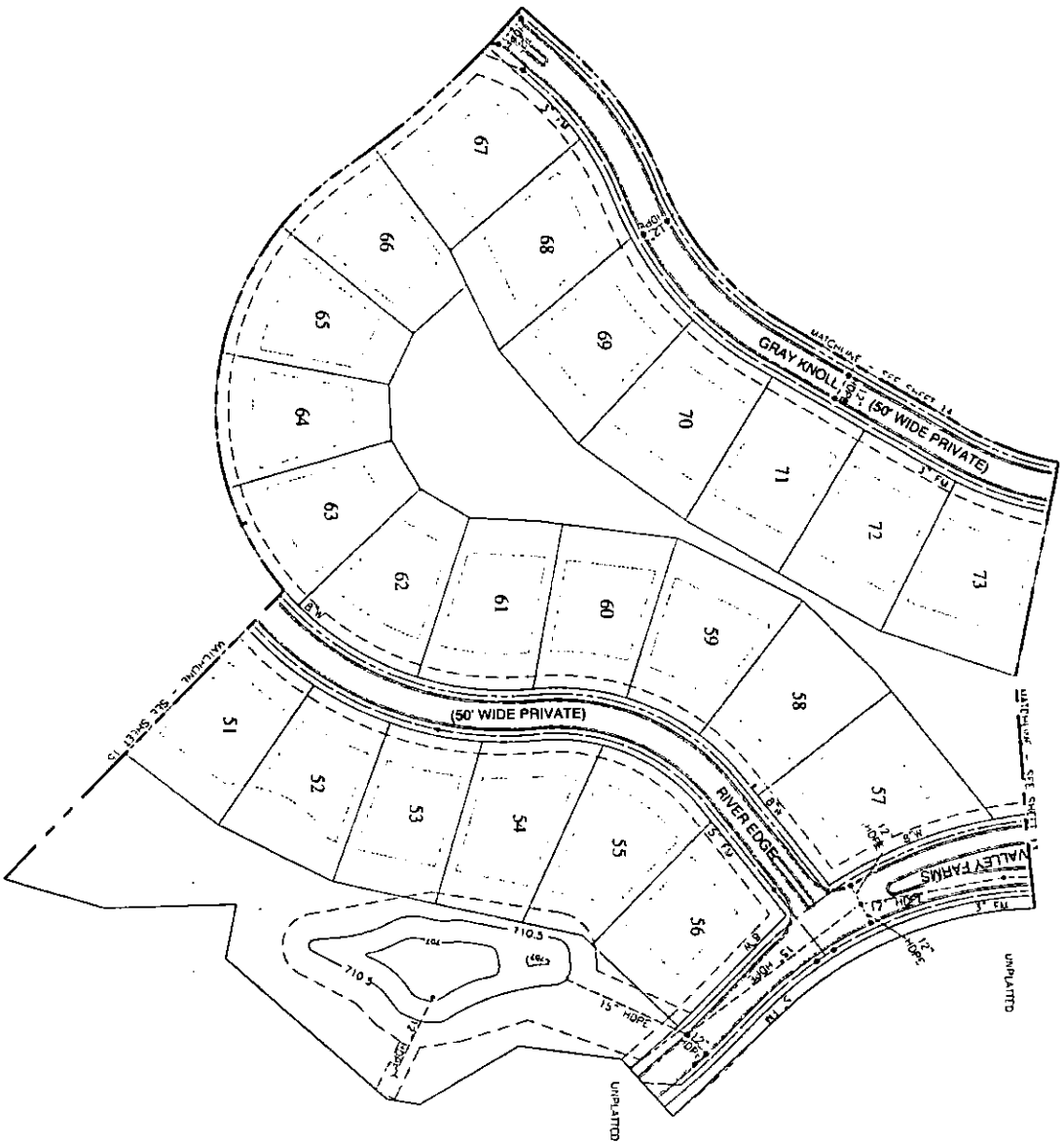
- NOTES
1. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT
 2. ALL UNITS WILL BE SERVED WITH SANITARY SEWER AND WATER BY SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC. THE INFORMATION AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-MCKAY CONSTRUCTION PLANS
 3. ALL UNITS WILL BE SERVED WITH TELEPHONE BY VERIZON; CABLEVISION BY COMCAST; ELECTRIC AND GAS BY DTE ENERGY
 4. ALL STORM SEWER, WATERMAIN AND SANITARY FORCEMAIN FROM APPROVED PLANS BY ATWELL-MCKAY
 5. ALL SANITARY LEADS ARE 1.25" ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.
 6. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EASEMENTS TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

UTILITY PLAN UNITS 41-50 & 94
SALINE VALLEY FARMS

AS-BUILT DATE: NOVEMBER 5, 2014
 J. A. FANJULIANO
 LICENSED PROFESSIONAL SURVEYOR NO. 459723
 ANWELL, LLC SQUARE STATE 700
 SOUTHFIELD, MI 48078
 (248) 437-2000



19 11 OF 24	BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT B UTILITY PLAN UNITS 41-50 & 94	SECTION 16 TOWNSHIP - SOUTH BANGS & EAST YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN	ATWELL 10000 346-71-2200	811 CALL BEFORE YOU DIG 811-4-4-4 1-800-4-A-DIG 1-800-4-4-4 1-800-4-4-4
	PREPARED BY: J. A. FANJULIANO DATE: NOVEMBER 5, 2014 SCALE: AS SHOWN SHEET NO. 19 OF 24	11 OF 24	11 OF 24	11 OF 24



NOTES

1. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT
2. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC. THE HIGH-CAPACITY SANITARY SEWER AND WATER MAINS WILL BE INSTALLED FROM APPROVED ATWELL-HICHS CONSTRUCTION PLANS
3. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY VERIZON. CONNECTION BY COMPASS, ELECTRIC AND GAS BY SITE DESIGN
4. ALL STORM SEWER, WATERMAIN AND SANITARY FOREMAN FROM APPROVED PLANS BY ATWELL-HICHS
5. ALL SANITARY LEADS ARE 12" ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED
6. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EASEMENTS IN SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

DESCRIPTION	PROPOSED
STORM	ADP-CLP
STORM BASIN	CLP
POD SECTION	CLP
LOW PRESSURE SANITARY FORCE MAIN	CLP
ST WATERMAIN	CLP
HYDRANT	CLP

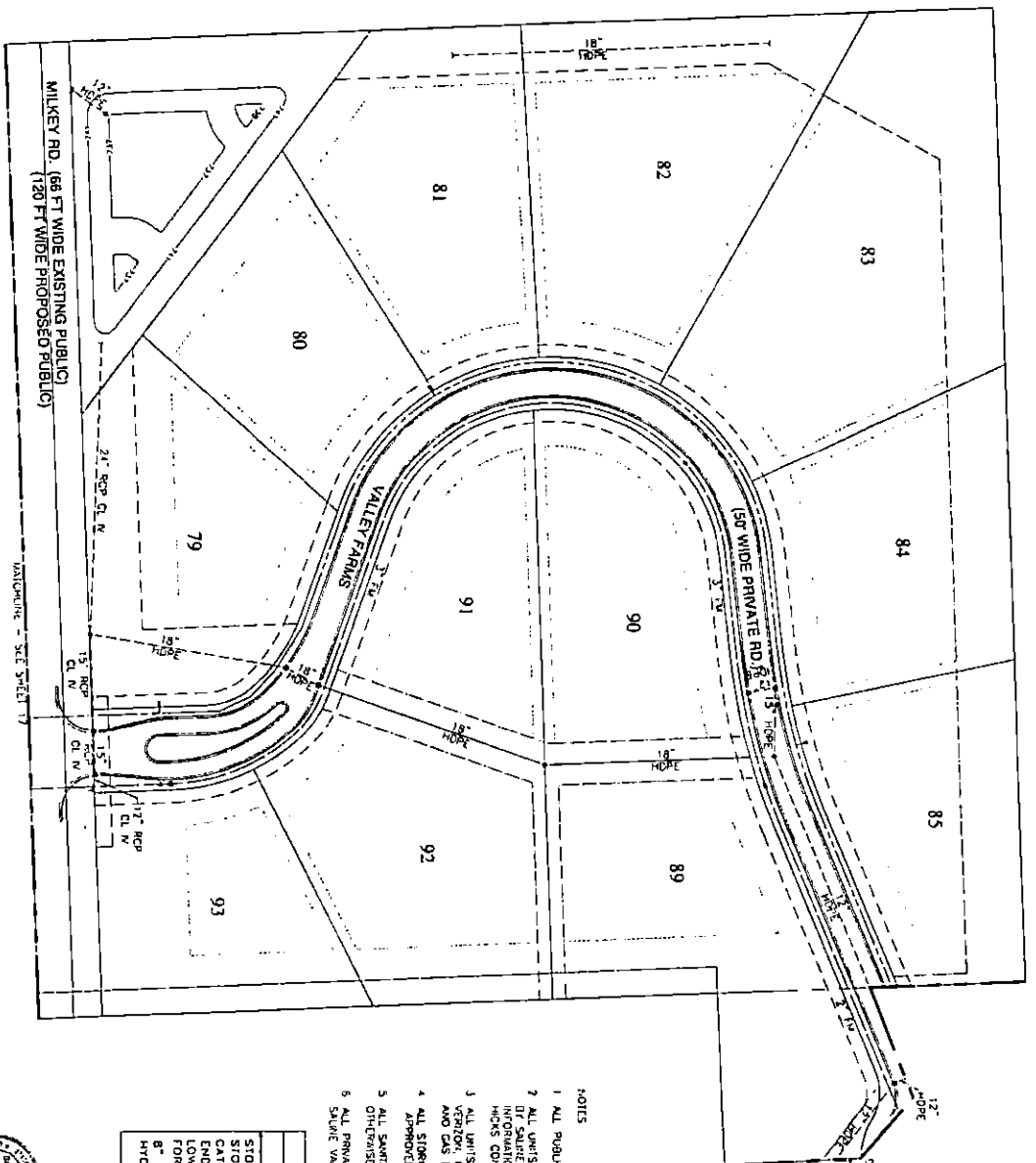


AS-BUILT DATE: NOVEMBER 5, 2014
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 ATWELL, LLC
 TWO TOWNE SQUARE SUITE 700
 SOUTHFIELD, MI 48034
 (734) 447-2800

UTILITY PLAN UNITS 51-73
 SALINE VALLEY FARMS

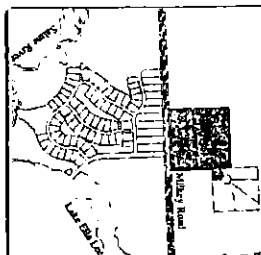
20

BANK OF ANN ARBOR SALINE VALLEY FARMS CREDIT B UTILITY PLAN UNITS 51-73 REVISED 5/2014 SHEET 127/128	SECTION 18 10th + SOUTH RANGE 6 EAST 10th TOWNSHIP WASHTENAW COUNTY, MICHIGAN	ATWELL 700 TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48034 (734) 447-2800	STATE OF MICHIGAN DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF GEOLOGICAL SURVEY 1100 WEST WASHINGTON AVENUE LANSING, MI 48226 (313) 237-1500
	DATE: 11/15/14 SCALE: AS SHOWN DRAWN BY: J. L. BROWN CHECKED BY: J. L. BROWN DATE: 11/15/14		



UTILITY PLAN UNITS 79-85 & 89-93
SALINE VALLEY FARMS

Sheet Location Map
NOT TO SCALE



NOTES

1. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN SHOWN.
2. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER. THE SALINE VALLEY FARMS WATER AND SEWER SYSTEM, INC. THE PROPOSED SANITARY SEWER AND WATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN CONSTRUCTION STANDARDS.
3. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY VERIZON. DELIVERED BY COMCAST, ELECTRIC BY DTE AND GAS BY OIL ENERGY.
4. ALL STORM SEWER, WATERMAIN AND SANITARY FORCEMAIN FROM APPROVED PLANS BY ATWELL-INC'S.
5. ALL SANITARY LEADS ARE 12" UNLESS OTHERWISE NOTED.
6. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EASEMENTS TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

LEGEND	
DESCRIPTION	PROPOSED
STORM	—
CATCH BASIN	—
END SECTION	—
LOW PRESSURE SANITARY	—
FORCE MAIN	—
WATERMAIN	—
HYDRANT	—

AS-SHOWN DATE: NOVEMBER 5, 2014

USE: PROPOSED

ATWELL-INC. PROFESSIONAL SURVEYOR NO. 48733

ATWELL-INC. LLC

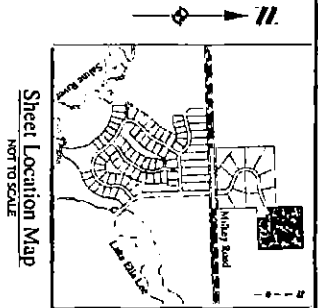
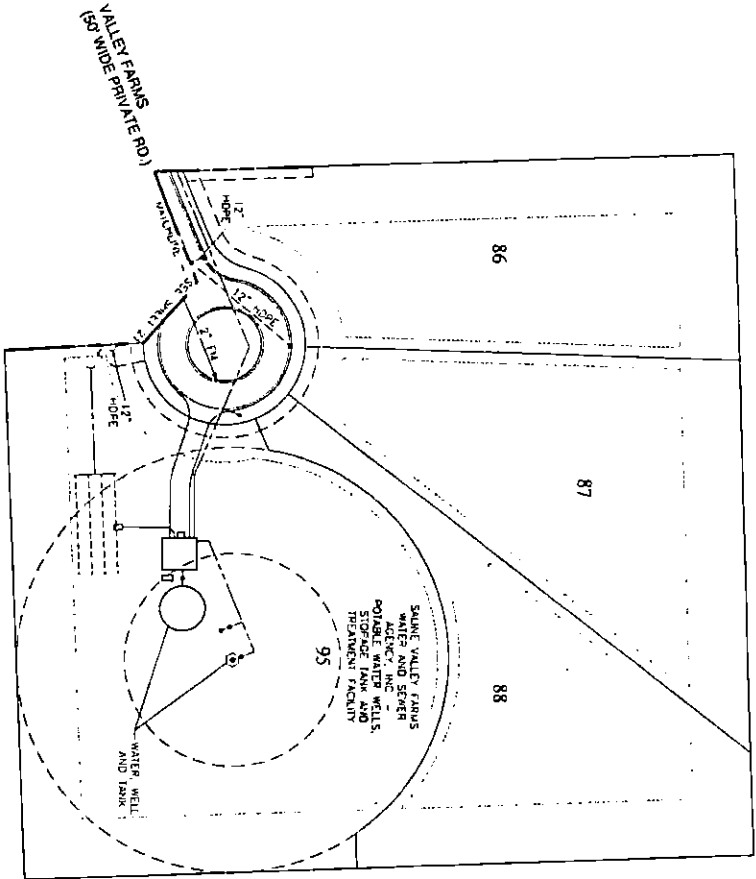
TWO TOWER SQUARE SUITE 700

SQUASHFIELD, MI 49075

(248) 447-2000

21

<p>BANK OF ANN ARBOR</p> <p>SALINE VALLEY FARMS</p> <p>UNIT B</p> <p>UTILITY PLAN 79-85 & 89-93</p> <p>NOVEMBER 5, 2014</p> <p>REVISION 12/15/14</p>	<p>SECTION 18</p> <p>TOWNSHIP 4 SOUTH RANGE 8 EAST</p> <p>VALLEY TOWNSHIP</p> <p>SALINE VALLEY FARMS</p> <p>WASHTENAW COUNTY, MICHIGAN</p>	<p>ATWELL</p> <p>PROFESSIONAL SURVEYOR</p> <p>NO. 48733</p> <p>ATWELL-INC. LLC</p> <p>200 TOWER SQUARE SUITE 700</p> <p>SQUASHFIELD, MI 49075</p> <p>(248) 447-2000</p>	<p>811</p> <p>Call Before You Dig</p> <p>1-800-4-A-DIG</p> <p>www.811.com</p>
	<p>DATE: 12/15/14</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO: 13001437</p> <p>DRAWN BY: JLD</p> <p>CHECKED BY: JLD</p> <p>DATE: 12/15/14</p>		



- NOTES
1. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN B.M.T.
 2. ALL UNITS WILL BE SERVED WITH SANITARY SEWER AND WATER LINES. SANITARY SEWER LINES WILL BE 12" DIA. AND WATER LINES WILL BE 1/2" DIA. UNLESS OTHERWISE NOTED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY'S CONSTRUCTION PLANS.
 3. ALL UNITS WILL BE SERVED WITH TELEPHONE BY AT&T. ALL UNITS WILL BE SERVED WITH CABLE TV BY COMCAST, ETC.
 4. ALL STORM SEWER, WATERMAIN AND SANITARY FORCEMAIN FROM APPROVED PLANS BY AT&T-NECKS.
 5. ALL SANITARY LEADS ARE 1.25" ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.
 6. ALL PRIVATE ROAD RIGHTS-OF-WAY ARE PRIVATE UTILITY EXISTENCES TO SALINE VALLEY FARMS WATER AND SEWER AGENCY, INC.

DESCRIPTION	PROPOSED
STORM	HOPE
CATCH BASIN	RCP-CIV
END SECTION	FM
FORCE MAIN	FM
WATERMAIN	FM
HYDRANT	FM

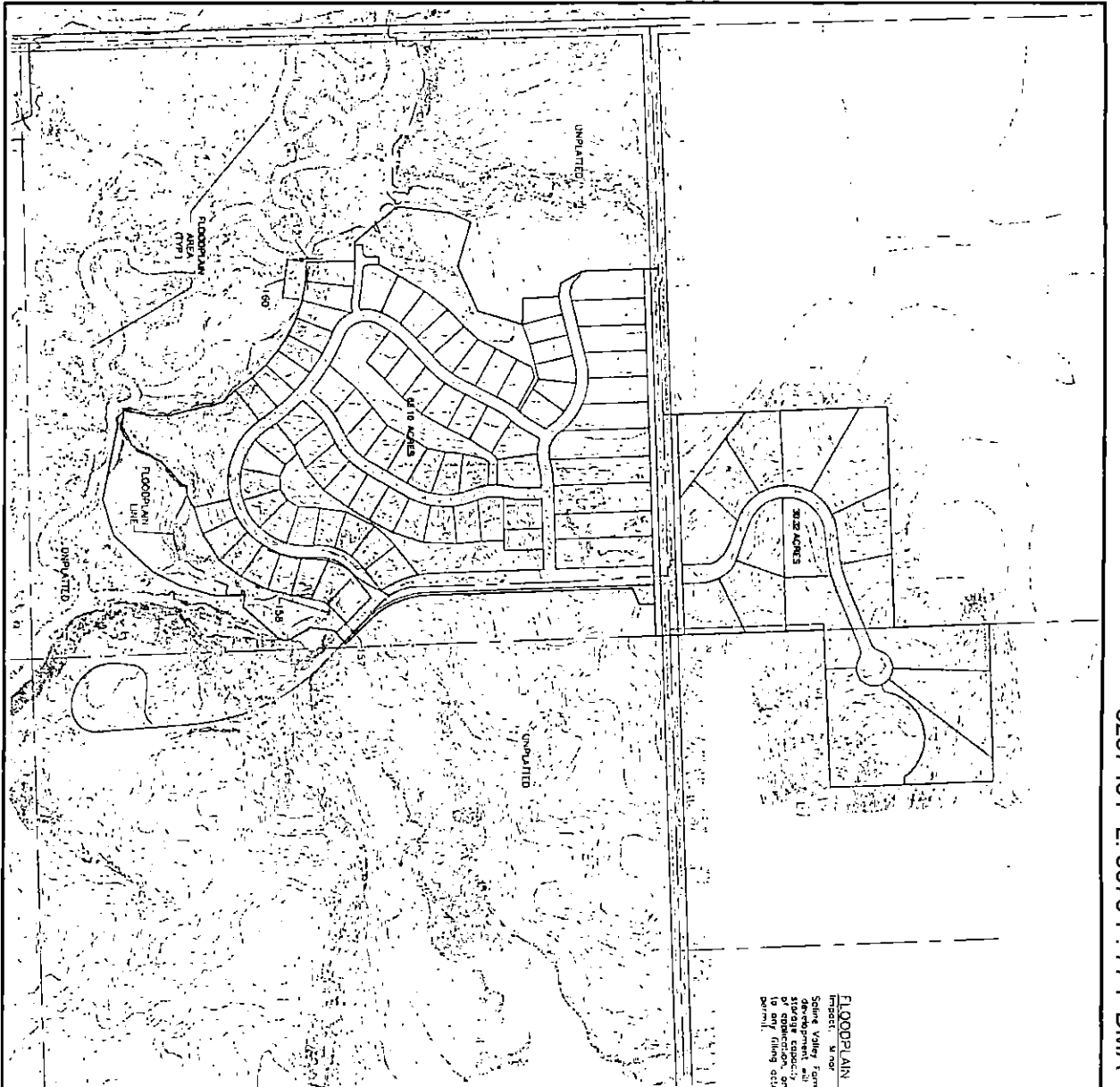
AS-BUILT DATE: NOVEMBER 5, 2014
 LISA CRONK AND
 LICENSED PROFESSIONAL SURVEYOR NO. 48123
 PAVEL, LLC SQUARE SUITE 100
 SOUTHFIELD, MI 48076
 (248) 447-2000

UTILITY PLAN UNITS 86-88 & 95
 SALINE VALLEY FARMS

22

ATWELL
 BANK OF ANN ARBOR
 SALINE VALLEY FARMS
 EXTENT B
 UTILITY PLAN
 UNITS 86-88 & 95

SECTION 10	TOWNSHIP	COUNTY
10th	SOUTH	WASHTENAW
10th	EAST	MICHIGAN
DRAWN: 12/15/14		
DATE: NOVEMBER 5, 2014		



FLOODPLAIN
 Impact: N/A
 Saline Valley Farms will have no impact on the Saline River Floodplain, and the local development will have very little impact on the Saline River Flood Plain. Any flood plain encroachment that is not in accordance with the Floodplain Ordinance will be subject to any filing activity, and mitigation will be considered in accordance with the permit.

FLOODPLAIN PLAN
SALINE VALLEY FARMS 24



AS-BUILT DATE: NOVEMBER 5, 2014
 FOR: BANK OF ANN ARBOR
 LICENSED PROFESSIONAL SURVEYOR NO. 46722
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (482) 447-2800

BANK OF ANN ARBOR SALINE VALLEY FARMS EXHIBIT D FLOODPLAIN PLAN	SECTION 18 TOWNSHIP SOUTH, RANGE 6 EAST	ATWELL LICENSED PROFESSIONAL SURVEYOR STATE OF MICHIGAN LICENSE NO. 46722	NORTH ARROW SOUTH ARROW EAST ARROW WEST ARROW UNPLATTED FLOODPLAIN LINE FLOODPLAIN AREA (VPI)
	YORK TOWNSHIP WASHTENAW COUNTY, MICHIGAN		

FILED

JAN 10 2003

Administrator
BUREAU OF COMMERCIAL SERVICES

Mr. Karl R. Frankena
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

Transit 1620957-1 12/30/02
CHRG: 3077 Amt: 500.00
TO: CONLIN MCKENNEY & PHILBRICK

NON-PROFIT

RECEIVED

ARTICLES OF INCORPORATION

JAN 09 2003

CID #: 778 - 507

MI DEPT. OF TREASURY & RECEIPTS SERVICES
BUREAU OF COMMERCIAL SERVICES

These Articles of Incorporation are signed by the incorporator for the purpose of forming a non-profit corporation, hereinafter referred to as Association, under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I.

The name of the corporation is Saline Valley Farms Association.

ARTICLE II.

The purpose or purposes for which the Association is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Saline Valley Farms, a residential building site condominium (hereinafter called the "Project");
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements to the common elements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of said Project;

- (f) To make reasonable rules and regulations governing the use and enjoyment of the Project by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including, but not limited to, any unit in the Project, any easements or licenses or any other real property, whether or not contiguous to the Project, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;
- (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 By-Laws of the Project and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- (j) To do anything required of or permitted to it as Administrator of said Project by the Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as from time to time amended;
- (k) To make and perform any contract necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Project and to the accomplishment of any of the purposes thereof.

ARTICLE III.

Said Association is organized upon a non-stock membership basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	None

Said Association is to be financed under the following general plan:

Assessment of Members

ARTICLE IV.

Location of the first registered office is: 1388 Wildwood Trail, Saline, Michigan 48176.

Post office address of the first registered office is: P.O. Box 577, Saline, Michigan 48176.

The name of the first resident agent is: James G. Haeussler.

ARTICLE V.

The name and place of business of the incorporator are as follows:

Karl R. Frankena
350 S. Main Street, Suite 400
Ann Arbor, Michigan 48104-2131

ARTICLE VI.

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote therein were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE VII.

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

- (a) Each owner (including the Developer) of a unit in the Project shall be a member of the Association, and no other person or entity shall be entitled to membership.
- (b) Membership in the Association shall be established by acquisition of fee simple title to a unit in the Project, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Project shall become a member immediately upon establishment of the Project), the new owner thereby becoming a member of the Association, and the membership of the prior owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Project.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII.

A volunteer director or volunteer officer shall not be personally liable to the Association or its members for monetary damages for breach of the director's or officer's fiduciary duty, except where there is:

- (a) A breach of the director's or officer's duty of loyalty to the Association or its members;

- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Compiled Laws Section 450.2551(1);
- (d) A transaction from which the director or officer derived an improper personal benefit; or
- (e) An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE IX.


The Association assumes the liability for all acts and omissions of a volunteer director, volunteer officer or other volunteer if all of the following are met:

- (a) The volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority;
- (b) The volunteer was acting in good faith;
- (c) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (d) The volunteer's conduct was not an intentional tort; and
- (e) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X.

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the incorporator, sign my name this 27th day of December, 2002.



Karl R. Frankena

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH	
BUREAU OF COMMERCIAL SERVICES	
Date Received	FILED SEP 20 2005
(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Administrator TRAN INFO#1 BUREAU OF COMMERCIAL SERVICES CHK# 1704 ID# 778507	
09B2668-1 09/31/05 AMT: \$10.00	
Name Karl R. Frankena	
Address 350 S. Main Street, Suite 400	
City	State
Ann Arbor, Michigan 48104-2131	
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.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	Saline Valley Farms Association
2. The identification number assigned by the Bureau is:	778-507

3. Article VII of the Articles of Incorporation is hereby amended to read as follows:

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

1. Each owner (including the Developer) of a unit in the Project shall be a member of the Association, and no other person or entity shall be entitled to membership, except as otherwise provided in the Master Deed and By-Laws of the Project.
2. Membership in the Association shall be established by acquisition of fee simple title to a unit in the Project, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such unit, except as otherwise provided in the Master Deed and By-Laws of the Project, and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Project shall become a member immediately upon establishment of the Project), the new owner thereby becoming a member of the Association, and the membership of the prior owner thereby being terminated.
3. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Project.
4. Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

RK

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ 30th _____ day of August, 2005, by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- at a meeting the necessary votes were cast in favor of the amendment.
- by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- by consents given by electronic transmission in accordance with Section 407(3) if a profit corporation.
- by the board of a profit corporation pursuant to section 611(2).

Profit Corporations and Professional Service Corporations


Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Nonprofit Corporations

Signed this 30th day of August, 2005

By 
(Signature President, Vice-President, Chairperson or Vice-Chairperson)

James G. Haeussler, President
(Type or Print Name)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
NONPROFIT CORPORATION INFORMATION UPDATE

2014



Due October 1, 2014

This report can be filed online at www.michigan.gov/fileonline

Identification Number 778507	Corporation name SALINE VALLEY FARMS ASSOCIATION
Resident agent name and mailing address of the registered office JAMES G HAEUSSLER P.O. BOX 577 SALINE MI 48176	
The address of the registered office 172 S INDUSTRIAL DR SALINE MI 48176	

RECEIVED

20 AUG 07 2014

LARA

I certify that the board consists of 3 or more directors, and further certify that all directors' names and addresses are previously filed with the Department, and that no changes have occurred in required information since the last filed report.
If you checked the box, proceed to item 6.

1. Mailing address of registered office in Michigan (may be a P.O. Box)	2. Resident Agent
3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)	
4. Describe the purpose and activities of the corporation during the year covered by this report:	

5. NAME and BUSINESS OR RESIDENCE ADDRESS	
If different than President	President (Required)
	Secretary (Required)
	Treasurer (Required)
	Vice President
Required 3 or more directors	Director (Required)
	Director (Required)
	Director (Required)

<p>6. Report due October 1, 2014.</p> <p>Filing Fee \$20.00.</p> <p>If no changes have occurred, this must be signed by the chairperson, vice-chairperson, president or vice-president.</p>	<p>File online at www.michigan.gov/fileonline</p> <p>or mail your completed report with a check or money order payable to the State of Michigan.</p> <p>Return to: Corporations Division P.O. Box 30767 Lansing, MI 48909 (517) 241-6470</p>
--	---

Signature of authorized officer or agent 	Title President	Date 7/15/14	Phone (Optional) 734-429-4200
--	--------------------	-----------------	----------------------------------

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution of the corporation.



[Michigan.gov Home](#) | [Business Entity Search Home](#) | [Corps Home](#) | [Contact Corporations](#) | [LARA Home](#)

CORPORATE ENTITY DETAILS

Searched for: SALINE VALLEY FARMS ASSOCIATION

ID Num: 778507

Entity Name: SALINE VALLEY FARMS ASSOCIATION

Type of Entity: Domestic Nonprofit Corporation

Resident Agent: JAMES G HAEUSSLER

Registered Office Address: 172 S INDUSTRIAL DR SALINE MI 48176

Mailing Address: P.O. Box 577 SALINE MI 48176

Formed Under Act Number(s): 162-1982

Incorporation/Qualification Date: 1-10-2003

Jurisdiction of Origin: MICHIGAN

Number of Shares: 0

Year of Most Recent Annual Report: 14

Year of Most Recent Annual Report With Officers & Directors: 06

Status: ACTIVE **Date:** Present

[View Document Images](#)

[Return to Search Results](#)

[New Search](#)

[Michigan.gov Home](#) | [Business Entity Search Home](#) | [Contact Corporations](#) | [Corps Home](#) | [LARA Home](#)
[State Web Sites](#) | [Accessibility Policy](#) | [Link Policy](#) | [Security Policy](#)

Copyright © 2001- 2014 State of Michigan

**GUENTHER BUILDING CO.
PURCHASE AGREEMENT
and
CONSTRUCTION CONTRACT
(SALINE VALLEY FARMS)**

PROPERTY: Unit # ____ of Saline Valley Farms, Washtenaw County Condominium Subdivision Plan #490.

PURCHASER: _____

PROPERTY ADDRESS: _____

PLAN NAME: _____

PURCHASE PRICE: _____

THIS PURCHASE AGREEMENT AND CONSTRUCTION CONTRACT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between Guenther Building Co., a Michigan corporation, as Seller ("Seller"), and _____ and _____, whose address is _____, and whose telephone # is _____, as Purchaser ("Purchaser"). Seller is a licensed residential builder, License No. 2102061058 and will construct the Residence on the Unit and provide the Limited Warranty as described below. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURCHASE OF UNIT: Purchaser hereby agrees to purchase unit # ____ of Saline Valley Farms ("Unit"), as described above and in the title policy pertaining thereto, subject to restrictions and easements of record. The Unit is vacant land and Seller will build thereon a residence as more particularly described in paragraph 4 of this Agreement ("Residence"). At Closing, Seller will convey the Unit and completed Residence constructed by Seller by warranty deed to Purchaser as required by this Agreement. Together the Unit and Residence are referred to as the "Property."

2. PURCHASE PRICE: The total purchase price for the Property (including both the Unit and Residence), as described herein, is _____, (\$ _____) dollars ("Purchase Price"), to be paid by Purchaser to Seller as follows:

- (a) \$ 1,000.00 Earnest deposit on the condominium Unit to be held in escrow by American Title Co. of Washtenaw, upon signing this Agreement ("Unit Deposit");
- (b) \$ 1,000.00 Earnest deposit on the Residence upon signing this Agreement;
- (c) \$ Earnest deposit on the Residence upon financing contingency release;
- (d) \$ Certified US funds at the time of closing.

The earnest deposits described in this Section 2(a), (b) and (c) are together referred to in this Agreement as the "Deposit." The deposit described in Section 2(a) is referred to as the "Unit Deposit." The deposits described in Sections 2(b) and 2(c) are referred to as the "Residence Deposits."

3. CONTINGENCY.

3.1 This Agreement is contingent upon Purchaser securing financing, for which Purchaser agrees to apply immediately. Purchaser agrees to provide a copy of the mortgage commitment to Seller immediately upon receipt. This contingency shall expire 30 days after the date of this Agreement.

3.2 If the Purchaser notifies Seller in writing prior to the financing contingency expiration date that Purchaser is unable to secure financing, then this Agreement shall be null and void and Purchaser's Deposit shall be returned, releasing and terminating all rights of Purchaser in the Unit and Residence.

3.3 If Purchaser does not notify Seller in writing prior to the financing contingency expiration date that Purchaser is unable to obtain financing, then the financing contingency shall be deemed satisfied and the parties will proceed with their respective rights and obligations under this Agreement. Provided, if Purchaser has not terminated this Agreement in accordance with Section 3.2 above, then Seller, at its sole option, shall have the right to terminate this Agreement after the financing contingency expiration date and retain the Deposit if Purchaser fails to provide Seller with a copy of Purchaser's mortgage commitment within five (5) business days of Seller's request.

3.4 If this Agreement is contingent upon any other contingency, then Purchaser shall have until the expiration date of such contingency to notify Seller in writing that Purchaser is dissatisfied with such contingency, and upon such notice within the time required, this Agreement shall be null and void and Purchaser's Deposit shall be returned, releasing and terminating all rights of Purchaser in the Unit and Residence.

3.5 If Purchaser does not notify Seller in writing prior to the expiration date of a contingency of this Agreement that Purchaser is dissatisfied with such contingency, then such contingency shall be deemed satisfied and the parties will proceed with their respective rights and obligations under this Agreement.

4. SPECIFICATIONS: The Residence to be constructed on the Unit shall be in substantial accordance with Seller's _____ model, containing ___ bedrooms, except for such changes and modifications specified in this Agreement. The standard specifications are defined and outlined in Exhibit A, attached to this Agreement. Seller reserves the right to modify the standard specifications at any time without notice and to substitute any material or equipment that may not be attainable at such time to finish with construction of the Residence in a timely manner. Substitutions and additions to the standard specifications may also be made if required by governmental regulations, in which case the reasonable cost shall be paid by Purchaser, at closing, following documentation of reasonable cost by Seller. Any substitutions or modifications shall be made with products of similar or better quality and performance as provided for in the specifications.

Purchaser acknowledges certain of the appliances, ceiling fans, furnishings, floor and wall coverings, decorator items and all personal property located in the model homes, to the extent that such items are not listed in Exhibit A to this Agreement, are for display purposes only and are not included in the Purchase Price or specifications for the Residence described in this Agreement.

INCLUDED IN PRICE: The total Purchase Price set forth in Section 2 above includes the following extras/changes/modifications:

See Addendum #1

5. COMMENCEMENT AND COMPLETION: Commencement of construction of the Residence shall occur only after completion of the following:

A. Written release (or deemed waiver) of all contingencies and Seller's receipt of a copy of Purchaser's mortgage commitment;

B. Payment of all Deposits;

C. Completion of all customer selections and the parties' acceptance of all selection documents.

It is estimated that construction will be completed and that the Property will be ready for occupancy 120 days after completion of A, B and C above, weather permitting. This date is an estimate and shall not be construed as a guarantee of a completion date. Seller and Purchaser mutually agree that the construction and delivery or conveyance of the Property shall be completed within nine (9) months after completion of items A, B, and C above, or the start of construction, whichever is later, weather permitting.

Purchaser agrees to complete all customer selections and execute selection documents by the financing contingency expiration date stated in section 3 above. Selection documents are attached to this Agreement as Exhibit B. Seller reserves the right to begin construction of the Residence at any time without modification of this Agreement. In such event, all terms and conditions of this Agreement will remain in full force and effect, and Seller may stop construction at any time if any contingency, payment or selection requirement is not met.

6. CHANGES TO AGREEMENT: Seller shall not be required or obligated to make any changes in this Agreement, the specifications or the work or construction of the Residence not specifically agreed to at the time of execution of this Agreement. Any deviations and/or changes by Purchaser shall be made only by agreement in writing signed by both Seller and Purchaser. Any charges for any changes shall be paid at the time of the signing of the written amendment or change order. Anything in this Agreement to the contrary notwithstanding, Seller's liability for failure to make any written agreed upon change following original execution of this Agreement shall be limited to issuing a credit for the amount paid by Purchaser, if any, for such change.

In the event Purchaser fails to consummate the purchase of the Property, any amounts paid or due for changes and/or extra features which are not listed in the original Agreement may be retained by Seller in addition to the liquidated damages and other rights and remedies provided herein.

7. CANCELLATION RIGHTS OF SELLER: In the event Seller does not timely receive all construction permits or other approvals necessary for construction and sale of the Unit and Residence, including acquisition of fee simple title to the Unit, then Seller may, at its option, cancel and terminate this Agreement and upon such termination, return to Purchaser all of the sums paid under this Agreement including the Unit Deposit and the Residence Deposits and the parties will have no other rights or obligations under this Agreement.

8. CLOSING: Issuance of a Temporary or Final Certificate of Occupancy shall constitute substantial completion of the work required under this Agreement. Closing shall take place within fifteen (15) days following issuance of a Temporary or Final Certificate of Occupancy for the Residence to be conveyed under this Agreement at American Title Company of Washtenaw unless otherwise agreed by Seller and Purchaser or required by Purchaser's lender. Failure of Purchaser to timely close within this fifteen (15) day period is a default by Purchaser under this Agreement. Purchaser agrees to pay Seller the sum of fifty (\$50) dollars per day while in default of the closing deadline.

It is Purchaser's sole responsibility to obtain a mortgage and/or provide sufficient funds to pay the Purchase Price and be prepared to accept conveyance of the Property in a timely manner and to be sure that the mortgage institution is prepared for closing of the Property described herein within the required fifteen (15) day closing deadline.

Purchaser is responsible for all mortgage costs, and such other costs that are typically paid for by Purchaser. Current taxes, assessments and condominium fees, if any, will be prorated as of the date of closing. Tax and other proration will be completed on a due date basis as if paid in advance from and including the date of closing. In addition to the Seller's credit for tax proration at the time of closing, in the event the tax bills for the Unit have not been divided into separate tax bills by the local tax assessor, Purchaser will pay an amount equal to Purchaser's estimated percentage of real estate taxes for the Unit which will fall due prior to the next December 31st. Transfer taxes shall be paid by Seller at closing. Purchaser shall change the electric, gas and other utilities to Purchaser's name, effective on the date of closing, or be subject to turnoff by the utility companies. Purchaser is responsible for all taxes and assessments due and payable after closing.

9. INCOMPLETE WORK: If at the time the Residence is substantially completed and Seller is prepared to deliver possession, there remain items to be completed that do not affect the habitability of the Residence, or any exterior work that cannot be completed due to weather or other conditions beyond Seller's control, such items are to be listed on the final walk-through punchlist and signed by both Seller and Purchaser. The final walk-through punchlist is attached to this Agreement as Exhibit C. This will not relieve Seller of any obligation to complete the punchlist items, but allows Seller sufficient time to repair or correct any deficiencies that may be determined on the walk-through. Seller will complete all punchlist items as soon as weather conditions permit within a reasonable time following closing. No work, correction or completion shall be made after closing unless listed on the final walk-through punchlist or covered under terms of the limited warranty described in Section 9 below.

Purchaser agrees that funds shall not be escrowed to guarantee or otherwise insure completion of work not completed prior to closing.

10. LIMITED WARRANTY: Seller shall furnish Purchaser a limited warranty at closing in the form attached to this Agreement as Exhibit D. This limited warranty is the only warranty or representation pertaining to warranty made on the Unit and Residence. No other warranty is made, either oral or written, and no other warranty will be honored. The limited warranty executed by Seller in the form attached as Exhibit D will be provided and shall be effective on the date of closing, shall be for the benefit of Purchaser only, and shall not be assignable by Purchaser.

11. POSSESSION: Purchaser shall be entitled to take possession of the Property only following closing and final payment of all sums due on conveyance.

12. CONDOMINIUM DOCUMENTS: Saline Valley Farms is a Site Condominium established by recording a Master Deed and any amendments in the Washtenaw County Records and administered by the Saline Valley Farms Association, organized and operating under law, rules and regulations of the State of Michigan. At closing, Purchaser will automatically become a member in the Saline Valley Farms Association, a Michigan Non-Profit Corporation, which operates and maintains the common areas of the development and administers the association and enforces its rules and regulations. Purchaser agrees to receive and be subject to all rights, privileges, duties and obligations incident to such membership.

Purchaser will be liable for Purchaser's proportionate share of the Association assessments for insurance, maintenance, repair and replacement of the common elements and other expenses of administration of the Condominium as outlined in the Condominium Master Deed and Bylaws provided to Purchaser.

Certain documents relative to the Saline Valley Farms are required to be presented as part of this Agreement, attached as Exhibit E. The documents are attached as Exhibit E and include the Saline Valley Farms Master Deed, Bylaws and Condominium Subdivision Plan, the Articles of Incorporation of the Saline Valley Farms Association, the Disclosure Statement for the Condominium, Seller's Supplement to Disclosure Statement, a copy of this Purchase Agreement, the Escrow Agreement between Seller and American Title Company of Washtenaw, a Receipt and Information Statement required by §84a of the Condominium Act and the Condominium Buyer's Handbook ("Condominium Documents").

THIS AGREEMENT SHALL BECOME A BINDING PURCHASE AGREEMENT UPON THE EXPIRATION OF NINE (9) BUSINESS DAYS (INCLUDING THE DAY THE CONDOMINIUM DOCUMENTS ARE RECEIVED IF THAT DAY IS A BUSINESS DAY) AFTER RECEIPT BY PURCHASER OF THE CONDOMINIUM DOCUMENTS AND THE PROJECT DISCLOSURE STATEMENT UNLESS SAID TIME PERIOD IS WAIVED. PURCHASER SHALL BE ENTITLED TO WITHDRAW FROM THIS AGREEMENT WITHOUT CAUSE AND WITHOUT PENALTY, AND RECEIVE A REFUND OF ALL SUMS DEPOSITED THEREUNDER UPON WRITTEN NOTICE TO SELLER AT ANY TIME WITHIN SUCH NINE (9) BUSINESS DAY PERIOD. SUCH REFUND SHALL BE MADE WITHIN THREE (3) BUSINESS DAYS AFTER WITHDRAWAL.

"BUSINESS DAY" MEANS A DAY OF THE YEAR EXCLUDING A SATURDAY, SUNDAY, OR LEGAL HOLIDAY. THE CALCULATION OF THE NINE (9) BUSINESS DAY PERIOD SHALL INCLUDE THE DAY ON WHICH THE DOCUMENTS LISTED ABOVE ARE RECEIVED IF THAT DAY IS A BUSINESS DAY.

AFTER THE EXPIRATION OF THE WITHDRAWAL PERIOD STATED ABOVE, SELLER IS REQUIRED TO RETAIN SUFFICIENT FUNDS IN ESCROW OR TO PROVIDE SUFFICIENT SECURITY TO ASSURE COMPLETION OF ONLY THOSE UNCOMPLETED STRUCTURES AND IMPROVEMENTS LABELED UNDER THE TERMS OF THE CONDOMINIUM DOCUMENTS, "MUST BE BUILT." NO FUNDS ARE REQUIRED TO BE ESCROWED WITH RESPECT TO THE RESIDENCE.

AS STATED IN SECTION 2 OF THIS AGREEMENT, SELLER AGREES THAT THE DEPOSIT FOR THE CONDOMINIUM UNIT (THE UNIT DEPOSIT DESCRIBED IN SECTION 2(a)) SHALL BE PLACED IN AN ESCROW ACCOUNT UNDER TERMS OF AN ESCROW AGREEMENT, A COPY OF WHICH HAS BEEN ATTACHED AS EXHIBIT E TO THIS AGREEMENT. THE ESCROW AGENT IS AMERICAN TITLE COMPANY OF WASHTENAW WHOSE ADDRESS IS 825 VICTORS WAY, #100, ANN ARBOR, MICHIGAN 48108. ANY INTEREST EARNED ON FUNDS REFUNDED TO PURCHASER SHALL BE PAID TO SELLER. ESCROWED FUNDS WILL BE RELEASED TO SELLER AS DIRECTED BY THE ESCROW AGREEMENT. THE RESIDENCE DEPOSITS (DESCRIBED IN SECTION 2(b) and 2(c)) ARE NOT HELD IN ESCROW AND MAY BE USED BY SELLER IN CONSTRUCTION OF THE RESIDENCE ON THE UNIT AFTER EXPIRATION OF THE CONTINGENCIES DESCRIBED IN SECTION 3 ABOVE AND AFTER EXPIRATION OF THE 9 BUSINESS DAY PERIOD DESCRIBED IN THIS SECTION. AS THE RESIDENCE DEPOSITS ARE NOT HELD BY ESCROW AGENT, NEITHER ESCROW AGENT NOR THE BANK OF ANN ARBOR AS SUCCESSOR DEVELOPER OF THE CONDOMINIUM HAVE ANY CONTROL OVER THE RESIDENCE DEPOSITS NOR ANY LIABILITY TO PURCHASER RELATED TO THE RESIDENCE DEPOSITS OR OTHERWISE UNDER THIS AGREEMENT EXCEPT WITH RESPECT TO UNIT DEPOSITS DEPOSITED IN ACCORDANCE WITH THE ESCROW AGREEMENT.

13. TITLE: Seller agrees to furnish title insurance to Purchaser in the amount of the Purchase Price, showing marketable title. At the closing, Seller shall convey the Unit and Residence to Purchaser by Warranty Deed, subject to matters disclosed in the title commitment including the Saline Valley Farms Master Deed and Bylaws, rights of the Saline Valley Farms Association, and restrictions or easements of record.

14. INSURANCE: Until the closing, Seller shall maintain builders risk insurance on the Residence. After closing, Purchaser shall be responsible for insurance on the Property.

15. DEFAULT: In the event that Purchaser shall default in any of the terms of this Agreement including failure to timely make any payment due to Seller under and pursuant to the terms of this Agreement, then in such event after having received written notice of said default and having failed to cure said default within five (5) days of written notice, at the option of Seller, all rights of Purchaser under this Agreement shall be deemed terminated and Seller shall have the right to pursue any equitable or legal remedy for Purchaser's breach, and Seller shall further have the right to retain any funds paid hereunder (including the Deposit) as liquidated damages; provided, however, that said liquidated damage amount shall not exceed fifteen percent (15%) of the Purchase Price hereunder plus the amount of any written change orders for additional work or amendments executed by Purchaser and Seller. In addition, promptly after Seller declares this Agreement in default, Purchaser shall forthwith execute any and all documents reasonably requested by Seller including a Quit Claim Deed to the Unit, conveying any interest the Purchaser may have had in the Unit to Seller.

16. ASSIGNABILITY: Seller and Purchaser agree that this Agreement is personal to the parties and, therefore, this Agreement is not assignable by the Purchaser without the express written consent of the Seller and any attempt by Purchaser to assign or otherwise pledge this Agreement shall be deemed automatically void and unenforceable.

17. BINDING EFFECT: This Agreement is declared binding on the heirs, representatives, successors and assigns of the respective parties.

18. ARBITRATION: Either party to this Agreement may require that any claim or dispute between the parties hereto arising out or relating to this Agreement, the premises or construction of the Residence, shall be settled by binding arbitration, in Ann Arbor, Michigan, in accordance with the Michigan Uniform Arbitration Act, MCLA 600.5001 to 600.5035. Three arbitrators shall be chosen in accordance with procedures of the American Arbitration Association, Detroit, Michigan office, who shall each have knowledge of and/or experience in the field of residential construction. The decision and/or award of the arbitration shall be final, and may be entered in a court of the State of Michigan having competent jurisdiction. The cost of any such arbitration shall be shared equally by the parties.

In addition, at the exclusive option of the Purchaser, any claim which might be the subject of a civil action against the Seller which involves an amount less than \$2,500.00, and relates to the Unit shall be settled by binding arbitration conducted by the American Arbitration Association. The arbitration shall be conducted in accordance with applicable law and the currently applicable rules of the American Arbitration Association. Judgment upon the award rendered by arbitration may be entered in a court of appropriate jurisdiction.

19. CONTRACT DOCUMENTS - ENTIRE AGREEMENT: This Agreement consists of this Purchase Agreement and Building Contract and Exhibit A, Specifications; Exhibit B, Selection Documents; Exhibit C, Final Walk-through Punchlist; Exhibit D, Limited Warranty; Exhibit E, Condominium Documents; Exhibit F, The Building Experience; Addendum # 1 (if applicable) and Contract Change Orders signed or initialed by the parties at execution of this Agreement and all subsequent modifications agreed to in writing between Seller and Purchaser ("Contract Documents"). Marketing materials, including but not limited to display boards, brochures, advertising, price lists and any other document not listed as an exhibit to this Purchase Agreement and Building Contract may not be relied on as factual by Purchaser and are not part of this Agreement.

The Contract Documents represent the entire agreement between Seller and Purchaser. Purchaser acknowledges that no other statement, representation or agreement, either verbal or

written, regardless of the original of the statement, is a part of this Agreement or otherwise binds the parties. This Agreement relates solely to the purchase of the Unit and Residence specifically described in Section 1.

20. GRADING: The Unit construction area shall be rough graded and positive drainage shall be provided from the Residence constructed. Seller shall nor have any further responsibility with respect to landscaping or grading after closing of the transaction unless specified in Section 4 of this Agreement. Final grading and seeding or hydroseeding is intended for the sole purpose of meeting the requirements of soil erosion and grading permits and may not result in the final landscape desired. The life of grass, trees, shrubs, or other plant material existing on the Unit is not guaranteed by Seller. It is Purchaser's responsibility to water and maintain landscaping and graded areas for erosion control after closing. Purchaser agrees to accept transfer of the Washtenaw County Soil Erosion and Sedimentation Control Permit and to comply with the requirements of Washtenaw County with regards to soil erosion control.

IN WITNESS WHEREOF, Seller and Purchaser have signed this Agreement.

SELLER:
GUENTHER BUILDING CO.

PURCHASER:

By: _____

Its: _____

Dated: _____ Dated: _____

Revised January 2015

ESCROW AGREEMENT
SALINE VALLEY FARMS

THIS ESCROW AGREEMENT, dated as of January 1, 2015, is between and among BANK OF ANN ARBOR, a Michigan banking corporation with office at 125 South Fifth Avenue, Ann Arbor, Michigan 48104 (the "Developer"), GUENTHER BUILDING CO., a Michigan corporation with offices at 2864 Carpenter Road, Ann Arbor, Michigan 48108 (the "Builder") and AMERICAN TITLE COMPANY OF WASHTENAW, a Michigan corporation with offices at 825 Victors Way, Suite 100, Ann Arbor, Michigan 48108 (the "Escrow Agent").

WHEREAS, the Developer, as the successor of Saline Valley Farms, Ltd. and York Valley Farms, Ltd. (the "Initial Developer"), is the developer of Saline Valley Condominium (the "Condominium Project"), a residential condominium project located in York Township, Washtenaw County, Michigan and established under the Michigan Condominium Act, being Act No. 59 of the Michigan Public Acts of 1978 (the "Act") pursuant to the Superseding And Consolidating Master Deed dated December 12, 2014 and recorded in December 15, 2014 at Liber 5070, Page 774 of the Washtenaw County Register of Deeds (the "Master Deed"); and

WHEREAS, (A) the Developer has, pursuant to an OPTION AGREEMENT dated October 30, 2014 (the "Option Agreement"), granted to the Builder the option to purchase the condominium units in the Condominium Project that are listed in Schedule A (the "Optioned Units") with the objective that the Builder will purchase from the Developer and resell those Optioned Units to third parties (the "Purchasers") and contract with each Purchaser to construct a residence on the Unit being purchased from Builder by such Purchaser (each a "Purchase Agreement"). The Purchase Agreement requires that each Purchaser (i) a deposit under that Purchaser's Purchase Agreement for the purchase of the Optioned Unit a Unit Deposit (each a "Unit Deposit") and (ii) deposit under that Purchase Agreement for the construction of the residence certain Residence Deposits (each a "Residence Deposit"); and

WHEREAS, under the Act all deposits pertaining to a Unit in the Condominium Project must be held in escrow account by an independent party, the Escrow Agent constitutes an independent party for purposes of the Act and the Developer proposes pursuant to this Agreement to establish an escrow account with the Escrow Agent (the "Account") to receive and disburse all Units Deposits as hereafter provided;

WHEREAS, the Escrow Agent has agreed to establish the Account and to act as the escrow agent for all Unit Deposits (the "Unit Deposit Escrow Account") which are received into that Account for the benefit of the Developer, the Builder and the Purchasers; and

WHEREAS, the Builder intends to use the proceeds of each Residence Deposit from each Purchaser as advance funding for the cost of constructing the Residence being constructed for that Purchaser and the Developer and the Escrow Agent intend by this Agreement to provide notice to each Purchaser that amounts paid by that Purchaser to the Builder as the Residence Deposit are not being delivered to the Escrow Agent for deposit into the Unit Deposit Escrow Account and that

neither the Developer nor the Escrow Agent will have any obligation to the Purchaser with respect to the holding, use, disposition or refund of any Residence Deposit,

NOW, THEREFORE, the Developer, the Builder and the Escrow Agent (each a "Party" and all collectively the "Parties") agree as follows:

1. **Identification of Deposits / Notices to Purchasers.** The Builder shall in each Purchase Agreement with each Purchaser, (a) designate explicitly the amount of any deposit being paid by that Purchaser as a Unit Deposit and the amount of any deposit being paid as a Residence Deposit, (b) state prominently and explicitly in the Purchase Agreement that the Unit Deposit is being deposited by the Builder with the Escrow Agent to be held and disbursed in accordance with the terms of this Agreement, including as an attachment to that Purchase Agreement a copy of this Agreement and stating that the Developer and the Escrow Agent will hold that Unit Deposit for the benefit of the Builder or Purchaser as provided in this Agreement and the Purchase Agreement, (c) state prominently and explicitly in the Purchase Agreement that the Residence Deposit is not being deposited with the Escrow Agent, that neither the Developer nor the Escrow Agent will have any control over the holding, use, disposition and refund of the Residence Deposit and that, accordingly, neither the Developer nor the Escrow Agent will have any liability to the Purchaser with respect to the Residence Deposit or otherwise under the Purchase Agreement except with respect to Unit Deposits deposited in accordance with this Agreement.

2. **Remittance of Unit Deposits.** The Builder, promptly after receipt, shall remit to the Escrow Agent all Unit Deposits received by the Builder under any Purchase Agreement for any Optioned Unit, together with a fully executed copy of the related Purchase Agreement. The Developer shall include with each Purchase Agreement remitted to the Escrow Agent a copy of the Receipt and Information Statement signed by the Purchaser acknowledging receipt of, among other things, the Disclosure Statement and the recorded Master Deed for the Condominium Project, together with a Condominium Purchaser Information Booklet.

3. **Holding of Unit Deposits.** The Escrow Agent agrees to accept Unit Deposits remitted by the Builder pursuant to Section 2, to hold those Unit Deposits in the manner described in this Section 3 and to disburse those Unit Deposits in the manner described in Section 4. During the continuance of this Escrow Agreement, the Escrow Agent shall maintain the Account as a non-interest bearing trust account designated "Saline Valley Condominium Escrow Account", shall deposit and maintain all Unit Deposits in that Account and shall maintain adequate books and records to determine the total amount at any time held in that Account and the portion of the funds in that Account which constitute the Unit Deposit of each Purchaser.

4. **Release of Purchase Agreement Unit Deposits.** Any Unit Deposits held by the Escrow Agent under any Purchase Agreements shall be released to the Purchaser or the Builder as follows:

(a) **Withdrawal by Purchaser.** The Unit Deposit shall be released to the Purchaser under the following circumstances:

(i) If the Purchaser exercises the discretionary right of withdrawal from the Purchase Agreement within the time therein permitted for withdrawal, then the Escrow Agent, within three (3) business days following its receipt of a written notice of withdrawal from the Purchaser, shall disburse to the Purchaser the amount in the Account constituting the Unit Deposit of that Purchaser.

(ii) If the Purchase Agreement is made subject to any contingency and if the Purchaser delivers a written notice to the Escrow Agent stating that the contingency has not been satisfied within the time specified in the Purchase Agreement, then the Escrow Agent, within three (3) business days following its receipt of that notice, shall disburse to the Purchaser the amount in the Account constituting the Unit Deposit of that Purchaser.

(b) **Cancellation by Builder.** In the event Builder terminates the Purchase Agreement pursuant to Section 7 of the Purchase Agreement, Builder shall notify Escrow Agent of the termination and Escrow Agent shall promptly return the Unit Deposit to Purchaser.

(c) **Default By Seller.** If the Purchaser delivers written notice to the Escrow Agent stating that the Builder has defaulted in its obligations under the Purchase Agreement, that such default has not been remedied within the remedial period (if any) prescribed in the Purchase Agreement and that the Purchaser has elected to terminate the Purchase Agreement and accept a return of the Purchaser's Unit Deposit as liquidated damages, then the Escrow Agent, within one (1) business day following the date of the Escrow Agent's receipt of such notice, shall deliver a copy of such notice to the Builder and the Developer. If, within ten (10) business days following the date of its delivery of that notice to the Builder and the Developer, the Escrow Agent receives a written objection from the Builder, then the Escrow Agent shall promptly notify the Purchaser of that objection and shall thereafter take no actions with respect to the Purchaser's Unit Deposit until the resulting dispute is resolved pursuant to Section 7. If, within ten (10) business days following the date of its delivery of that notice to the Builder and the Developer, the Escrow Agent does not receive a written objection from the Builder, then the Escrow Agent shall immediately upon the expiration of that period disburse to the Purchaser the amount in the Account constituting the Unit Deposit of the Purchaser.

(d) **Default By Purchaser.** If the Builder delivers written notice to the Escrow Agent stating that the Purchaser has defaulted in its obligations under the Purchase Agreement, that such default has not been remedied within the remedial period (if any) prescribed in the Purchase Agreement and that the Builder has elected to terminate the Purchase Agreement and accept a forfeiture of the Purchaser's Unit Deposit as liquidated damages, then the Escrow Agent, within one (1) business day following the date of the Escrow Agent's receipt of such notice, shall deliver a copy of such notice to the Purchaser and the Developer. If, within ten (10) business days following the date of its delivery of that notice to the Purchaser and the Developer, the Escrow Agent receives a written objection from the Purchaser, then the Escrow Agent shall promptly notify the Builder and the Developer of that objection and shall thereafter take no actions with respect to the Purchaser's Unit Deposit until the resulting dispute is resolved pursuant to Section 7. If, within ten (10) business days following the date of its delivery of that notice to the Purchaser and the Developer, the Escrow Agent does not receive a written objection from the Purchaser, then the Escrow Agent shall

immediately upon the expiration of that period disburse to the Builder the amount in the Account constituting the Unit Deposit of the Purchaser.

(e) **Conveyance of Unit to Purchaser.** Upon receipt of a notice from Builder that the title to the Unit which is the subject of a Purchase Agreement has been conveyed by the Developer to the Builder and by the Builder to the Purchaser, accompanied by documentation confirming that conveyance, then the Escrow Agent shall disburse to the Builder the amount in the Account constituting the Unit Deposit of the Purchaser. If, at the time that the Builder would otherwise be entitled to a disbursement of a Unit Deposit under this Section 4(d), elements of the Condominium Project which "must be built" are not substantially completed, the Escrow Agent shall retain in the Account (and not disburse to the Builder) the portion of such Unit Deposit as is required under Section 103(b) of the Act and such retained amounts shall thereafter be administered by the Escrow Agent in accordance with the requirements of Section 103 of the Act. Developer warrants and represents that all portions of the Condominium Project labeled "must be built" are substantially complete.

5. **Other Adequate Security.** If the Builder requests that all amounts held in the Account be disbursed to it prior to the time the Builder otherwise would become entitled to disbursement under this Agreement, and if approved in writing by the Developer, the Escrow Agent may release such amounts to the Builder if the Builder has placed with the Escrow Agent an irrevocable letter of credit drawn in favor of the Escrow Agent in form and substance satisfactory to the Escrow Agent as security for full repayment of such amounts or has placed with the Escrow Agent such other substitute security as may be permitted by the Act and approved by the Escrow Agent and the Developer.

6. **Disputes.** If any dispute arises as to whether the Escrow Agent is obligated to release all or any portion of the Unit Deposit to the Builder or the Purchaser, the Escrow Agent shall not be obligated to make any disbursement of that Unit Deposit and shall be permitted to hold such Unit Deposit until receipt by the Escrow Agent of a written authorization signed by the Purchaser, the Builder and the Developer and directing disposition of the Unit Deposit. In the absence of any such authorization, the Escrow Agent may hold such Unit Deposit until the final determination of the rights of the Builder and the Purchaser in an appropriate proceeding. The Escrow Agent shall have no obligation to initiate any such proceeding.

7. **Independent Status.** The Escrow Agent, in the performance of its duties under this Agreement, shall be deemed an independent party, not acting as the agent of the Developer, the Builder, any Purchaser or any other interested party.

8. **Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits.** The Developer, the Builder and each Purchaser expressly understand that the liability of the Escrow Agent with respect to Unit Deposits received by the Escrow Agent is limited by the terms and provisions set forth in each Purchase Agreement and in this Agreement and that by acceptance of this Agreement, the Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness, or validity of the instruments submitted to it or the marketability of title to any Unit in the Condominium Project. The Escrow

Agent is not responsible for the failure of any bank used by it as an escrow depository for Deposits received by it under this Agreement. Moreover, the Escrow Agent is not a guarantor of performance by the Builder under any Purchase Agreement or otherwise and the Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance, to the terms of such documents, to the plans and specifications for the Condominium Project or any Residence, to local or state laws or in any other particular. So long as the Escrow Agent relies in good faith upon any notice described in Section 4, 5 or 6, the Escrow Agent shall have no liability whatever to the Developer, the Builder, the Purchaser or any other party for any error in such notice or for any act or omission by the Escrow Agent in reliance thereon. Except in instances of gross negligence or willful misconduct by the Escrow Agent, the Escrow Agent's liability hereunder shall in all events be limited to the return to the party or parties entitled thereto of the amounts retained in the Account (or which were replaced by security).

9. **Limited Liability of Developer.** The Developer, the Builder and each Purchaser expressly understand that the liability of the Developer with respect to Unit Deposits received by the Escrow Agent is limited by the terms and provisions set forth in each Purchase Agreement and in this Agreement and that by acceptance of this Agreement, the Escrow Agent is acting in the capacity of a depository. The Developer is not responsible for the failure of any bank used by it as an escrow depository by the Escrow Agent for Unit Deposits received by it under this Agreement. Moreover, the Developer is not a guarantor of performance by the Builder under any Purchase Agreement or otherwise and the Developer undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance, to the terms of such documents, to the plans and specifications for any Residence, to local or state laws or in any other particular. The Builder hereby agrees to indemnify and hold harmless the Developer for any loss or damage sustained by the Developer as a result of this Agreement, including, but not limited to, attorney fees resulting from any litigation arising out of this Agreement, except that such indemnity shall not extend to any loss or damage resulting from any negligence or willful misconduct of the Developer

10. **Miscellaneous.**


(a) **Applicable Law.** This Agreement is made under and shall be interpreted in accordance with the laws of the State of Michigan.

(b) **Notices.** Any notice or demand permitted or required under this Agreement shall be in writing and shall be addressed, stated applicable, to the Developer, the Builder and the Escrow Agent at the addresses stated in the preamble to this Agreement and to each Purchaser at the address stated in that Purchaser's Reservation Agreement or Purchase Agreement. Each such notice or demand shall be delivered only by registered mail, returned receipt requested and shall be deemed "delivered" and "received" on the third business day following the date that such notice or demand, properly addressed and with postage prepaid, is deposited with the U. S. Postal Service.

(c) **Entire Agreement.** This five-page document constitutes the entire agreement between the Developer, the Builder, the Escrow Agent and all Purchasers with respect to the subject matter hereof and may not be cancelled or modified except by a written document which is signed by the Developer, the Builder, the Escrow Agent and each Purchaser for whom at such time any Deposit is held under this Agreement.

Developer:

BANK OF ANN ARBOR

By: 
Dawn M. Prescott, Senior Vice President


Builder:

GUENTHER BUILDING CO.

By: 
Natalie Ceccolini, Secretary of Guenther
Building Co

Escrow Agent:

AMERICAN TITLE COMPANY OF WASHTENAW

By: 
Gregg Ottaviani, President

SCHEDULE TO ESCROW AGREEMENT

Optioned Units

Land in the Township of York, County of Washtenaw, Michigan, described as:

Units Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 16, 17, 18, 19, 20, 21, 25, 26, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 41, 42, 43, 44, 45, 46, 51, 52, 54, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 76, 77, 79, 80, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, and 93, Saline Valley Farms, a condominium, according to the Master Deed thereof, as recorded in Liber 4485, Page 522, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 490, together with the rights in general common elements and limited common elements, as set forth in said Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Property Address: Cobb Hollow Farm Rd., Saline, MI 48176



THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 385 of 2002 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has **NO** authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: www.michigan.gov/condo

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated to pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
 - The developer's previous experience with condominium projects.
 - Any warranties undertaken by the developer.
 - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
 - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. All books and records must be audited or reviewed by an independent accountant annually, but the audit does not have to be certified. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than \$2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Commercial Services
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

Approval: LARA Director
PUB-C-0139 (4/11)