

MASTER DEED

UPTOWN VILLAGE

(Act 59 of Public Acts of 1978, as amended)

This Master Deed is made and executed this 22nd day of October, 2002, by **UPTOWN VILLAGE, LTD.**, a Michigan corporation, hereinafter referred to as "Developer" whose address is P.O. Box 308, New Hudson, MI 48165, in pursuance of the provisions of Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act".

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish UPTOWN VILLAGE as a Condominium under the Act and declares UPTOWN VILLAGE (hereinafter referred to as "Condominium" or "Condominium Project") shall, after establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Master Deed, together with 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 Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is hereby provided as follows:

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 6939 OA

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ARTICLE I

TITLE AND NATURE

The Condominium shall be known as UPTOWN VILLAGE, Washtenaw County Condominium Subdivision Plan No. 403. The engineering and architectural plans for the Project were approved in accordance with the requirements of the City of Milan, Washtenaw County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, 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 is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Part of the SE ¼ of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South ¼ corner of said section 26; thence N.01°24'53" W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

PART OF 19-19-26-400-004



ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Rules and Regulations of the UPTOWN VILLAGE ASSOCIATION, a Michigan non-profit corporation and deeds, mortgages, liens, land contracts,



easements and other instruments affecting the establishment of or transfer of interest in UPTOWN VILLAGE as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. "Association" means Uptown Village Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
3. "Board of Directors" or "Board" means the Board of Directors of Uptown Village Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
4. "Bylaws" means Exhibit "A" attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
5. "Condominium Unit" or "Unit" each mean a single Unit in UPTOWN VILLAGE as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.
7. "Condominium", "Condominium Project", "Project" or "Condominium Premises" means and includes the land described in Article II above as same may be amended from time to time to include the Area of Future Development as subsequently added to the Project in accordance with Article VIII below and all easement rights appurtenant belonging to UPTOWN VILLAGE as described above.
8. "Condominium Subdivision Plan" means Exhibit "B" hereto.

9. "Consolidating Master Deed" means the final Amended Master Deed which shall describe UPTOWN VILLAGE as a completed Condominium Project and shall reflect the entire land area in the Condominium Project. Such Consolidating Master Deed, if and when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.
10. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns, or has the right to purchase, any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.
11. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns one or more Units in the Condominium. The term "Owner" wherever used will be synonymous with the term "Co-owner".
12. "Developer" means UPTOWN VILLAGE, LTD., a Michigan corporation which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.
13. "First Annual Meeting" means the initial meeting at which nonDeveloper Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.
14. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings as provided in the Act.

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



ARTICLE IV

COMMON ELEMENTS

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

1. The General Common Elements are:
 - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
 - B. Electrical. The electrical transmission lines throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
 - C. Cable Television. The cable television system (if installed) throughout the Project up to the point of lateral connection for Unit service.
 - D. Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service.
 - E. Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
 - F. Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
 - G. Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
 - H. Storm Sewer System. The storm sewer swales and ditches, mains, if applicable, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with any detention area depicted as such on the Condominium Subdivision Plan.
 - I. Site Lighting. The site lighting, including all wiring fixtures, posts and meters throughout the Project up to the perimeter of any Unit.
 - J. Telecommunications. The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for Unit service.
 - K. Roadways. The collector roadways designated on Exhibit "B" which provide access to the Units.
 - L. Sidewalks. All sidewalks located within the right of way and all other sidewalks designated as General Common Elements on Exhibit "B" hereto.
 - M. Swimming Pool and Clubhouse. The swimming pool and clubhouse if and when they may be constructed.
 - N. Entry Boulevard Area. The entry boulevard area and all improvements therein as designated on Exhibit "B" hereto.



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- O. Wetlands and Open Areas. Wetlands, ponds and open areas designated on Exhibit "B" hereto within the boundaries of the Project, together with all improvements within such open areas and/or ponds including, without limitation, the clock tower, tot lots and fountains, if any.
- P. Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

2. There are no Limited Common Elements within the Project.
3. Repair Responsibilities: The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows.

A. Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the Co-owner of the Unit which is served thereby. Likewise, each Co-owner shall be responsible for the installation and maintenance of lawn and other landscaping materials within his Unit and in the yard area within the right of way. Each Co-owner shall also be responsible for snow removal for the sidewalk within the right of way.

B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly reoccurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements, including dwellings constructed within any Unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall require the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial



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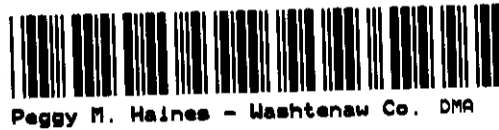
maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. Specific Obligations of the Association. The Association shall be solely responsible for the establishment of procedures for the protection of the open areas and the wetlands.

D. General Common Elements. The cost of maintenance, repair and replacement of all other General Common Elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary. In the event that the Association, at any time, fails to carry out the aforementioned responsibilities pertaining to any such areas, structures or facilities, the City of Milan shall have the right, but not the obligation, to serve written notice upon the Association setting forth the deficiencies in maintenance, repair or preservation, which notice shall also set forth a demand that deficiencies be cured within a reasonable time period. If the City shall determine that the maintenance, repairs and/or preservation has not been completed within the time specified in the notice, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation, and the cost thereof, including the cost of notices by the City and reasonable legal fees incurred by the City, plus a reasonable administrative fee shall be paid by Developer and/or the Association; and the City may require such costs and expenses to be paid prior to the commencement of work; and if such costs and expenses have not been paid within sixty (60) days of a billing to Developer and/or to the Association, all unpaid amounts may be placed on the delinquent tax roll of the City, as to the respective residential neighborhood component portion of the Property and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes.

4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

5. Roadways. The Uptown Village roadways are private streets. Therefore, the City of Milan is under no obligation to maintain or repair the roadways and sidewalks of Uptown Village, including, but not limited to brush pick up and summer, winter, curb and gutter maintenance.



ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of UPTOWN VILLAGE as surveyed by Mickalich and Associates, Inc. and attached hereto as Exhibit "B". Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each Unit in UPTOWN VILLAGE 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 not 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 Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

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

1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

- A. Consolidate Units; Relocate Unit Boundaries. To consolidate under single ownership two or more Units which are located adjacent to one another and to relocate the boundaries of Units. Such action shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the



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sole discretion of the Developer, its successors or assigns and subject to prior approval of the City of Milan.

- B. **Amendment to Effectuate Modifications.** Any such amendment or amendments resulting from the exercise of the rights reserved to the Developer above shall identify the Units involved, and allocate, or reallocate, as the case may be, the percentage of value for the affected Units in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or exhibits hereto.

2. BY CO-OWNERS

One or more Co-owners may undertake consolidation of Units or relocation of boundaries. Co-owners of adjoining Units may, subject to the prior approval of the City of Milan, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of the boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.



ARTICLE VII

CONVERTIBLE AREAS

1. Convertible Areas. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article VII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.
2. Reservation of Right to Convert Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements; provided, however, that the written consent of the City of Milan is first obtained for the converting of Convertible Areas. The changes could include (by way of illustration and not limitation), the deletion of Units from the Condominium and the substitution of General Common Elements therefor.
3. Residential Use Restriction. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to single family residential use and to such Common Elements as are compatible with single family residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities; provided, however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times.
4. Compatibility of Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities.
5. Consent of Interested Persons. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment to this Master Deed to effectuate the conversion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer and its successors and assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring an interest in the



Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. Amendments to Master Deed. All modifications to Units and Common Elements made pursuant to this Article VII shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed and preserving equal percentages of value for each Unit. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VII.

7. Consolidating Master Deed. In the event that certain, or all, of the Convertible Areas are converted by Developer pursuant to this Article VII, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE VIII

EXPANSION OF CONDOMINIUM

1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of UPTOWN VILLAGE, and consisting of 56 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 304 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Part of the SE ¼ of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as: Beginning at the South ¼ corner of said section 26; thence N. 01°25'45"W., 1989.81 feet along the North-South ¼ line; thence N.88°55'12"E., 1331.42 feet to the westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line 1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet; 2) S.40°13'25"E., 377.52 feet; 3) S.36°58'25"E., 57.21 feet; thence S. 71°34'54"W., 519.16 feet; thence S. 01°24'53"E., 79.26 feet; thence S. 70°58'00"E., 253.67 feet; thence S. 36°57'23" E., 184.93 feet; thence S. 01°24'53"E., 263.33 feet; thence S. 88°35'07" W., 125.27 feet; thence 709.37 feet along a curve to the right, radius



2224.00 feet, chord bearing S. 79°45'25"W., 706.37 feet; thence S. 01°24'53" E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S. 43°57'45" W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S. 89°53'21"W., 46.97 feet; thence S. 01° 24'53" W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, saidline also being the centerline of Arkona Road (66 foot wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restructions of record.

(hereinafter referred to as "Area of Future Development").

2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the City of Milan. One hundred (100%) percent of all additional Units will be devoted to residential use.

3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for, the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium; provided however, that the percentage of open space in the Condominium as required by the City of Milan is maintained at all times. Any such definitions and/or redefinitions of Common Elements shall be in accordance with the final site plan for Uptown Village as approved by the City.



5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE IX

EASEMENTS

1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all Units and Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure or improvement located within a Unit (including, without limitation, any fencing installed by the Developer) encroaches upon another Unit or Common Element due to shifting, settling or moving of a structure, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction.

2. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, an easement for the unrestricted use of all roadways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Area of Future

Development. All expenses of maintenance, repair, replacement, and resurfacing of any road or walkway referred to in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development whose closest means of access to a public road is over such road or walkway. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development whose closest means of access to a public road is over such road or walkway.

3. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE PRIVATE ROADS

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate any private roadways designated as General Common Elements to the public for purposes of creating public roads.

4. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS

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 way and rights of entry, under, over and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, or for any portion of the Area of Future Development, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

5. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES

The Developer reserves for the benefit of itself, and its successors and assigns, such easements as may be necessary for access to a sales office on the Condominium Premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model Units and other facilities on the Premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project. The Developer shall pay all costs related to any Condominium Units or Common Elements while owned by the Developer and shall restore the facilities to habitable status upon termination of use in accordance with Section 45 of the Act.

6. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all



utility mains located in the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunication systems, and storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilities, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development which benefit from such utility mains; provided, however, that the forgoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent that such leads are located in the Condominium and by the owner or owners or an association of owners, as the case may be, of the Area of Future Development, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium Premises in order to preserve or to facilitate surface drainage in a portion or all of the Area of Future Development. The Developer, its successors and assigns shall bear all costs of such modifications. Any such modifications to the landscaping and/or grade in the Condominium Premises under the provision of this Paragraph shall not impair the surface drainage in this Condominium.

7. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. The Developer shall dedicate the General Common Element water and sanitary sewer infrastructure described in Article IV – 1F and Article IV – 1G, respectively to the City of Milan, or its designee, prior to the expiration of the Construction and Sales Period. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Washtenaw County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.



8. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other Common Elements, if any, located within any individual Condominium Unit.

9. RECIPROCAL EASEMENTS FOR UTILIZATION OF ROADWAYS, WALKWAYS, WALKING PATHS, TRAILS (IF ANY), AND UTILITIES

To the extent not referenced above in this Article, there shall exist reciprocal easements for the benefit of the Co-owners of this Condominium and for the benefit of the owner or owners of the Area of Future Development for utilization of the roadways, walkways, walking paths and trails, if any, and utility mains in the Area of Future Development, and in this Condominium, respectively.

10. TELECOMMUNICATIONS AGREEMENTS

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to the Transitional Control Date), and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-of-way agreements, access agreements, and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite disk, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

11. PEDESTRIAN EASEMENT ON WALKING PATHS AND TRAILS, IF ANY.

There may exist pedestrian easements on walking paths and trails, if any, which may burden and/or affect certain Condominium Units. No buildings or structures shall be placed, nor modifications made, within these easement areas. These easement areas shall be reserved for pedestrian traffic and shall be for the benefit of all Co-owners in the Condominium. The Association shall have the responsibility for maintaining, repairing and/or replacing these walking paths and trails to keep them in the condition as approved by the City in the Final Site Plan. There shall be easements for the installation, repair and maintenance of utility lines under these walking paths and trails as described in this Article.

12. EASEMENT FOR EMERGENCY SERVICES

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

13. EASEMENT FOR PUBLIC WATER SUPPLY AND SANITARY SEWER

There shall exist for the benefit of the City of Milan and any governmental body to which its rights herein may be subsequently assigned, an easement over, under and across the Condominium Premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the City's water and sewer lines to existing lines. Without limitation of the foregoing, the City of Milan and any governmental body to which its rights herein may be subsequently assigned, shall have such easements for water and sewer lines, and other utilities, as are depicted on Exhibit "B".

14. REPAIRS AND MAINTENANCE OF PRIVATE ROADS

There shall be no public funds of the City of Milan used to build, repair or maintain the private roads located upon the Condominium Premises; however, in the event that necessary repairs and maintenance of any such private roads are not made, the City Board, may, pursuant to the terms and provisions of its ordinances, cause such roads to be brought up to established Washtenaw County Road Commission standards for public roads and may assess the Condominium Association and its membership of Co-owners for the improvements required to be made, together with the costs of administration of the work to bring about the improvements, such administrative fee being, at the time of the making of this Master Deed, twenty-five (25%) percent of the total cost of improvements.



15. UNOBSTRUCTED INGRESS AND EGRESS

No Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the roads located upon the Condominium Premises. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit or the Area of Future Development and having a need to use the road.

16. EASEMENTS FOR INGRESS AND EGRESS (REAR PRIVATE LANES)

Each Unit is subject to a private easement for ingress, egress and utilities (rear private lanes, or alleys) as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). The Association shall be responsible for the maintenance, repair, and replacement of the paved portion of the rear private lanes. The Association, acting through its Board of Directors, may promulgate such rules and regulations regarding the use of these rear private lanes as may be reasonable and necessary for the administration and use thereof by the Co-owners. Normal ingress and egress and use of these rear private lanes shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit; provided, however, no Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the rear private lanes.

17. EASEMENTS DEPICTED ON EXHIBIT "B"

To the extent not referenced above in this Article, the Condominium Project and the individual Units therein are benefited and burdened by those easements as are depicted on and described in the Condominium Subdivision Plan (Exhibit "B" hereto).

18. POWER OF ATTORNEY

All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed to have appointed the Developer, its successors and assigns, as attorney-in-fact to exercise the rights reserved in this Article to grant easements and dedicate utilities and roadways. Such exercise by the Developer of the rights reserved in this Article may be exercised without the consent of any Co-owner, mortgagee, or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such exercise by the Developer of the rights reserved in this Article to grant easements and dedicate utilities and roadways. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association acting through its Board of Directors.



19. CALCULATION OF PRORATION OF EXPENSES

For purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses, according to the number of Units in this Condominium and the number of other dwelling Units referenced in this Article IX, shall include only those Units for which a certificate of occupancy has been issued by the City of Milan.

ARTICLE X

RESERVATION OF RIGHT TO USE FACILITIES

The Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Premises of the Condominium as it deems necessary to facilitate the development and sale of the Project. The Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the individual Condominium Units.

ARTICLE XI

IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

No Co-owner shall do anything which would change the exterior appearance of a dwelling or any other portion of the Condominium Project (including, without limitation, changing the exterior color of the residence and/or appurtenant improvements) except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes. Any such proposed alteration or change shall receive City approval as required and shall be completed in accordance with the applicable City zoning ordinance.
- B. The Board of Directors shall then appoint an Architectural Control Committee for purposes of reviewing the proposal. The members of said Committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such Committee.
- C. The Committee may seek opinions from the Co-owners and shall, within a reasonable time prescribed by the Directors, render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.



- E. In the event that such application for changes is approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense; that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense; that the improvements will be completed by a date to be determined and established by the Board of Directors and that the improvements shall comply with all local and/or national building codes, as applicable.
- F. During the Construction and Sales Period, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this Article. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit or improvement constructed within a Condominium Unit through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

ARTICLE XII

CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project, unless at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium Project;
- B. Change the pro-rata interest or obligations of any Condominium Unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements of the Condominium Project shall not be deemed a transfer within the meaning of this clause.



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- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for purposes other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of all Co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record, allocating one vote for each mortgage held. The rights of mortgagees and the procedure for mortgagee approval shall be governed by Sections 90 and 90a of the Act.
3. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not, in the Developer's discretion, materially affect any rights of any Co-owner or mortgagee in the Project. The Developer may make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.
4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent except as provided in this Master Deed or Bylaws.
5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.



6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains any further possibility of construction of residential dwellings on the land described in Article II hereof.
7. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.
8. Procedure for Amendment. A change in the Condominium Project shall be reflected by an amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act. The following procedure shall apply to any amendment to the Condominium Documents:
 - (a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments, except as provided above in this Master Deed, not less than ten (10) days before the amendment is recorded.
 - (b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.
 - (c) Nothing contained in this Article shall be deemed to abridge in any way the Developer's right to convert portions of the Convertible Area or to expand the size of this Condominium pursuant to Articles VII and VIII hereof, respectively. Such amendments may be made unilaterally by the Developer without the consent of any Co-owner in the Developer's sole discretion.
 - (d) An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.
 - (e) A copy of the recorded amendment shall be delivered to each Co-owner of the Project.



ARTICLE XIV

ASSIGNMENT

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

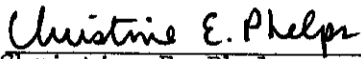
UPTOWN VILLAGE, LTD.,
a Michigan corporation

By: 
Phillip W. McCafferty
Its: President

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

On this 22nd day of October, 2002, the foregoing Master Deed was acknowledged before me by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO. MI
MY COMMISSION EXPIRES: 1/27/07


Christine E. Phelps, Notary Public
Livingston County, State of Michigan
My commission expires: 1/27/07
Acting in Oakland County

MASTER DEED DRAFTED BY:
UPTOWN VILLAGE, LTD. ✓
P.O. BOX 308
NEW HUDSON, MICHIGAN 48165
WHEN RECORDED, RETURN TO DRAFTER



UPTOWN VILLAGE

EXHIBIT "A"

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Uptown Village, a residential Condominium located in the City of Milan, County of Washtenaw, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

CHANGE

ARTICLE II

ASSESSMENTS

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



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Section 1. Assessments For Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, 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 Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. 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 (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand Five Hundred (\$1,500.00) Dollars, in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment



or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection 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 the members thereof.

- (b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,500.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment Of Assessments; Default In Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements, if any, appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, or in such other periodic installments as the Board of Directors shall determine, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$25.00 per month or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear



interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver Of Use Or Abandonment Of Unit; Uncompleted Repair Work. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 Co-owner and every other person who from time to time has any interest in the Condominium, 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section 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.

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 Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special 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 (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium 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 Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, 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 Co-owner in default and shall be secured by the lien on his Unit.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability Of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium 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 (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).



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Section 7. Developer's Responsibility For Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the City of Milan, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

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. Water And Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium.

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

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs 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 together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing 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 sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.



ARTICLE III

ARBITRATION/DEVELOPER CIVIL ACTIONS

Section 1. Scope And Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election Of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

Section 4. Co-owner Approval For Civil Actions Against Developer And First Board Of Directors. In order to insure that such action has the support of the majority of the Co-owners, any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all-risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion but in no event less than One Million Dollars per occurrence), officers and directors liability insurance, and workers' compensation insurance, if applicable, together with any other insurance the Association may deem applicable, desirable or necessary and pertinent to



the ownership, use and maintenance of the General Common Elements and the rear private lanes and such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his own Unit, including any improvements therein.
- (b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or representatives in light of commonly employed methods for the reasonable determination of replacement costs.
- (c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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



Section 3. Responsibility of Co-owners. Each Co-owner shall be responsible for obtaining all-risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of a Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever, except for the rear private lanes. Each Co-owner shall also be obligated to obtain insurance coverage for the Co-owner's personal liability for occurrences within the perimeter of the Co-owner's Unit (naming the Association and the Developer as additional insureds) and also for any other personal insurance coverage that the Co-owner wishes to carry.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the estimated or actual cost of repair. This provision shall not be construed to require replacement of trees and vegetation with equivalent trees or vegetation.

Section 2. Timely Reconstruction and Repair. If the damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with repair or replacement of the damaged areas without delay.



Section 3. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all maintenance, repair and replacement required within such Co-owner's Unit. If damage to the residence or other improvements constructed on a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed with repair or replacement of the damaged property without delay. This Section shall also be applicable in the event of damage during the course of construction of improvements on a Unit. All such reconstruction or repairs shall be subject to approval by the Architectural Control Committee as set forth in Article XI of the Master Deed.

Section 4. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be 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 Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.



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

Section 5. Notification of FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000. The Association shall provide such other reasonable notice as may be required, from time to time by other institutional holders of mortgages upon Units.

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

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Activities. No immoral, improper, 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 Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall



pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition 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, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 3. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the yard areas of Condominium Units nor the Common Elements shall be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. Motorcycles shall not be permitted on the Condominium Premises. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Parking in rear private lanes is prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part of the Association to the owners or users of any such improperly parked vehicles.



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Section 5. Pets. No Co-owner shall maintain any animal, including household pets, in the Condominium except in compliance with the applicable ordinances of the City of Milan and except in compliance with the following provisions. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon 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 tied to the exterior of any residence in a Condominium Unit or any appurtenance thereto. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Dog runs may be permitted to be installed in accordance with the provisions of Article VII, Section 17 of these Bylaws. No savage or dangerous animal shall be kept and any Co-owner who causes any such animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as the result of such an animal on the premises, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose barking can be heard on a frequent or continuous basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animals from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such a violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged such as small birds, or fish.

Section 6. 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 without written permission from the Association and, during the Construction and Sales Period, from the Developer. Violations of this Section shall be specifically subject to the removal and abatement remedies set forth in Article XX, Section 1(c) below.

Section 7. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and



desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of the Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. After the Transitional Control Date, any such rules and regulations may be rescinded by the Board or upon the affirmative vote of fifty one (51%) of all Co-owners.

Section 8. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, rear private lanes, and parking areas shall not be obstructed nor shall they be used for purposes other than 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.

Section 9. Co-owner Maintenance. Each Co-owner shall maintain his Unit and all improvements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 10. Maintenance Obligations of the Association. The Association shall be responsible for the protection and the maintenance of the woodland areas within the Condominium, if any, the wetland areas within the Condominium, together with all common walkways and trails, if any, all in accordance with the requirements of the applicable ordinances of the City of Milan.

Section 11. Notification of Sale of Condominium Unit. It shall be the responsibility of the selling Co-owner to notify the Association of the sale of the Co-owner's Condominium Unit and to provide the purchaser with a set of the Condominium Documents. The Association shall provide a copy of the Condominium Documents to any Co-owner, mortgagee and prospective purchaser upon request and upon the payment of such reasonable copying and administrative costs as the Association may impose.

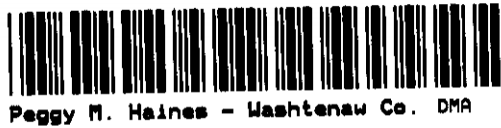
Section 12. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in the Condominium Documents and/or rules and regulations



promulgated by the Board of Directors of the Association under Article VI, Section 7 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Developer.

- (a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI or in Article VII below shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, 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, and may continue to do so during the entire Construction and Sales Period, or for so long as Developer continues to construct or proposes to construct additional residential structures or owns or holds an option or other enforceable interest in land for residential development within one mile of the Condominium Premises. Developer shall restore the areas so utilized to habitable status upon termination of use.
- (b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then 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 Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section 13(b) shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.



ARTICLE VII

BUILDING AND USE RESTRICTIONS

Section 1. Land and Building and Use Restrictions. Except as may be permitted by the appropriate officials of the City of Milan, all setback requirements shall be pursuant to the Building Code and Zoning Codes for the City of Milan.

Section 2. Dwelling Unit Size. Residences constructed within Units shall have a minimum square footage of 1,200 square feet.

Section 3. Establishment of Grade. The grade of any Unit in the Condominium shall not be changed from the approved grading plan, except with the consent of the Developer.

- (a) It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer. Each Co-owner covenants that he will not change the surface grade of his Unit in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and shall collect such costs in the manner provided in Article II hereof.
- (b) It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with the Utility Plan prepared by Mickalich and Associates, Inc. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the footing drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be collected in the manner provided in Article II hereof.

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's approved landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been)



substantially completed. Landscaping installed by the Co-owner shall specifically include two 2 ½ caliper trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be either Red Oak, Crimson King, Shademaster, Honey Locust, Marshall's Seedless Ash, Greenspire Linden, or similar deciduous trees as approved by the Developer. In addition, the Co-owner shall install four 2' – 4' Evergreen trees at the rear of the Unit as set forth in the Developer's landscaping plan. After landscaping has been installed, the Co-owner shall maintain the same in a good and slightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

Section 5. Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. At all other times, trash receptacles shall be maintained in the garages of the respective dwellings.

Section 6. Exterior Lighting. Garages shall be constructed with one (1) exterior lighting fixture operated by a photo-electric cell. Each Co-owner shall be responsible for the maintenance of such exterior lighting fixture.

Section 7. Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas shall be subject to the approval of the Architectural Control Committee prior to installation. A plan designating the size and location of same shall be submitted for approval.

Section 8. Temporary Structures. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

Section 9. Livestock and Poultry. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets. Such permitted household pets shall be maintained in compliance with Article VI, Section 5 of these Bylaws.

Section 10. Intersection Sight Distance. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Unit within a triangular area formed by the street lines and a connection line having a point twenty-five (25') feet from the intersection of such street lines which shall have a height that is more than two (2') feet; provided,

however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area.

Section 11. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall be provided by the Developer at a cost to the Co-owner of approximately Two Hundred (\$200.00) Dollars. No other mailboxes shall be permitted.

Section 12. Driveways. All driveways shall be paved with concrete or pavers (as determined by the Architectural Control Committee) and shall be completed within ninety (90) days after issuance of the certificate of occupancy for the residence on the Unit or, in the event of inclement weather, as soon thereafter as weather permits. The Architectural Control Committee, in its discretion, may approve alternative paving materials for the driveways.

Section 13. Swimming Pools. Inground pools and hot tubs may be installed if permitted by the City and the Architectural Control Committee. Any Co-owner intending to construct an inground pool or hot tub shall submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal. Any approved inground pool or hot tub shall be maintained by the Co-owner in a safe and clean condition and shall also be maintained in an appearance consistent with the standards of the Condominium. No above ground or freestanding swimming pools shall be permitted.

Section 14. Underground Utilities. All utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 15. Basketball Hoops. Basketball hoops are permitted on the garage or on the interior driveway side at the rear of the home.

Section 16. Tree Preservation. No Co-owner shall cut down or trim any tree located on the General Common Elements. Co-owners shall also comply with all applicable ordinances of the City of Milan including any woodlands regulations.

Section 17. Fences and Dog Runs. No fences shall be constructed on any Unit other than those approved by the Architectural Control Committee and in accordance with the approved fencing plan and as part of a landscaping plan. Fences shall be permitted around any inground swimming pool in accordance with the applicable ordinances of the City of Milan and subject to the prior written approval of the Architectural Control Committee. All fencing shall consist of green ornamental aluminum in the rear/side yards or white, composite polyurethane material in the front yard. No fence shall be placed within three (3') feet of the curb at the rear

private lane. All fencing shall otherwise comply with the approved fencing plan and, during the Construction and Sales Period, shall be subject to the approval of the Developer. Dog runs for permitted animals must be an integral part of the residence and shall be subject to the approval of the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening.

Section 18. Wetlands. Areas depicted as Wetlands on the Condominium Subdivision Plan shall not be disturbed without the prior approval of the City of Milan and the Michigan Department of Natural Resources, as the case may be. The Association shall maintain the wetlands in accordance with all applicable requirements of the City and the Department of Natural Resources. Co-owners are prohibited from clearing, trimming, grubbing and tree removal in the areas designated as Wetlands.

Section 19. Patios. Patios and patio walls shall be permissible; however, same shall be subject to the approval of the Architectural Control Committee.

Section 20. Decks. Decks on any Unit shall conform to the material specifications and the layout of the approved deck plan for the particular Unit type. Any variation to the approved deck plan shall be subject to the approval of the Architectural Control Committee and, during the Construction and Sales Period, of the Developer. All decks in the Condominium shall be painted white.

ARTICLE VIII

MORTGAGES

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

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

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



ARTICLE IX

VOTING

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article XII, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At 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 Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot 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 ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 (50%) percent of those qualified to vote and present in person or by proxy (or absentee



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ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners.

ARTICLE X

MEETINGS

Section 1. Place Of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) 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 (50%) percent in number of the Units that may be created in the Condominium have been conveyed 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 Co-owners of seventy-five (75%) percent 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 Co-owner of a Unit in the Condominium, 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 Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of June 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 Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a



special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice Of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order Of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent Of Absentees. The transactions of 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 be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee

ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption Of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE XI

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the 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 Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the nonDeveloper Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the nonDeveloper Co-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 at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XII

BOARD OF DIRECTORS

Section 1. Qualifications Of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election Of Directors.

- (a) First Board Of Directors. The first Board of Directors shall be comprised of one (1) person and such 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 Co-owners to the Board. Immediately



prior to the appointment of the first nonDeveloper Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for nonDeveloper Co-owner directors shall be held as provided in subsections (b) and (c) below.

- (b) Appointment Of NonDeveloper Co-owners To Board Prior To First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the three (3) directors shall be elected by nonDeveloper Co-owners. When the required number of conveyances have been reached, the Developer shall notify the nonDeveloper Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer 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 Section 7 of this Article or he resigns or becomes incapacitated.
- (c) Election Of Directors At And After First Annual Meeting.
 - (i) Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to nonDeveloper Co-owner of seventy-five (75%) percent of the Units that may be created, the nonDeveloper Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
 - (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, the nonDeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
 - (iii) If the calculation of the percentage of members of the Board of Directors that the nonDeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of



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

- (iv) At the First Annual Meeting, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) 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 one (1) of the directors elected 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.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, 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 Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.



- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium as provided in the Master Deed.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than seventy-five (75%) percent of all of the Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 7 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is 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 or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (l) To enforce the provisions of the Condominium Documents.



Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, a Co-owner or resident or a person or company affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) 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, under these Bylaws, to designate. Vacancies among nonDeveloper Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by nonDeveloper Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the nonDeveloper Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the nonDeveloper Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the 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 Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or facsimile transmittal, at least five (5) days prior to the date named for such meeting.



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Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or facsimile transmittal, 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 meeting 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 at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 14. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.



ARTICLE XIII

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, 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.

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. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

Section 6. 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.



Section 8. 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 XIV

SEAL

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

ARTICLE XV

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 Co-owners. Such accounts and all other nonprivileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be 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 does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such audit and any accounting expenses shall be expenses of administration.

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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The 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 banks or savings associations 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 XVI

INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 2. Directors' And Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XVII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the Co-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 Bylaws.



Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held. The rights of mortgagees and the procedures for mortgagee approval shall be governed by Sections 90 and 90a of the Act. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not, in the Developer's discretion, materially alter or change the rights of a Co-owner or mortgagee.

Section 5. City Approval. No right reserved herein to the City of Milan shall be altered or amended without the City's formal consent.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

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

ARTICLE XVIII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.



ARTICLE XIX

DEFINITIONS

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

ARTICLE XX

REMEDIES FOR DEFAULT

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

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees.
- (c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.



- (d) Assessment Of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 7 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

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

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

Section 4. Enforcement Of Provisions Of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter 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 consent to the 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 or retained by



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Peggy M. Haines - Washtenaw Co. DMA

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Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and 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 Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract 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 XXII

SEVERABILITY

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

WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 403
EXHIBIT "B" TO MASTER DEED OF
UPTOWN VILLAGE
PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS:
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE
REGISTER OF DEEDS AND SHALL BE DESIGNATED
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER _____. THIS NUMBER MUST BE PROPERLY
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE
SURVEYORS CERTIFICATE.

LEGAL DESCRIPTION

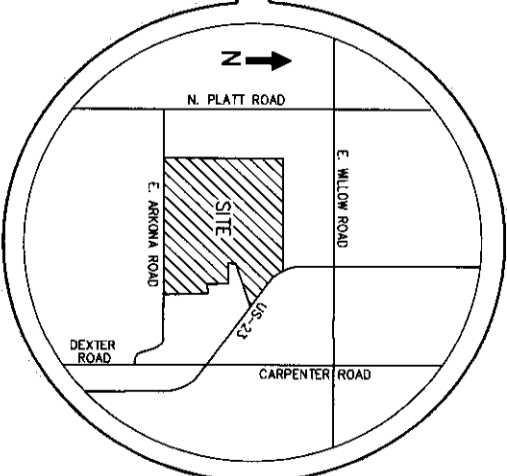
Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South 1/4 corner of said section 26; thence N.01°24'53"W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 1989.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;
2) S.40°13'25"E., 377.52 feet;
3) S.36°58'25"E., 57.21 feet;
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S.43°57'45"W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S.89°53'21"W., 46.97 feet; thence S.01°24'53"W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, said line also being the centerline of Arkona Road (66 feet wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.



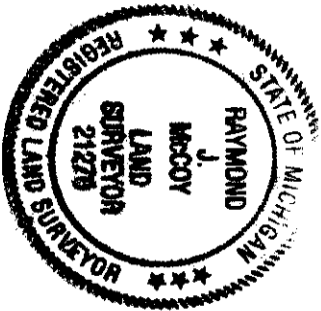
PROPRIETOR

UPTOWN VILLAGE, LTD
P.O. BOX 908
NEW HUDSON, MICHIGAN 48165
(248) 884-1234

ENGINEER

MICKALICH and ASSOCIATES, INC.
2369 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 962-1900

- SHEET INDEX
- 1 TITLE SHEET
 - 2 SURVEY PLAN
 - 3 SITE PLAN
 - 4 CURVE DATA
 - 5 UTILITY PLAN
 - 6 UTILITY PLAN
 - 7 COORDINATE PLAN

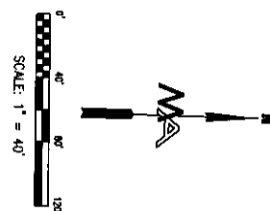
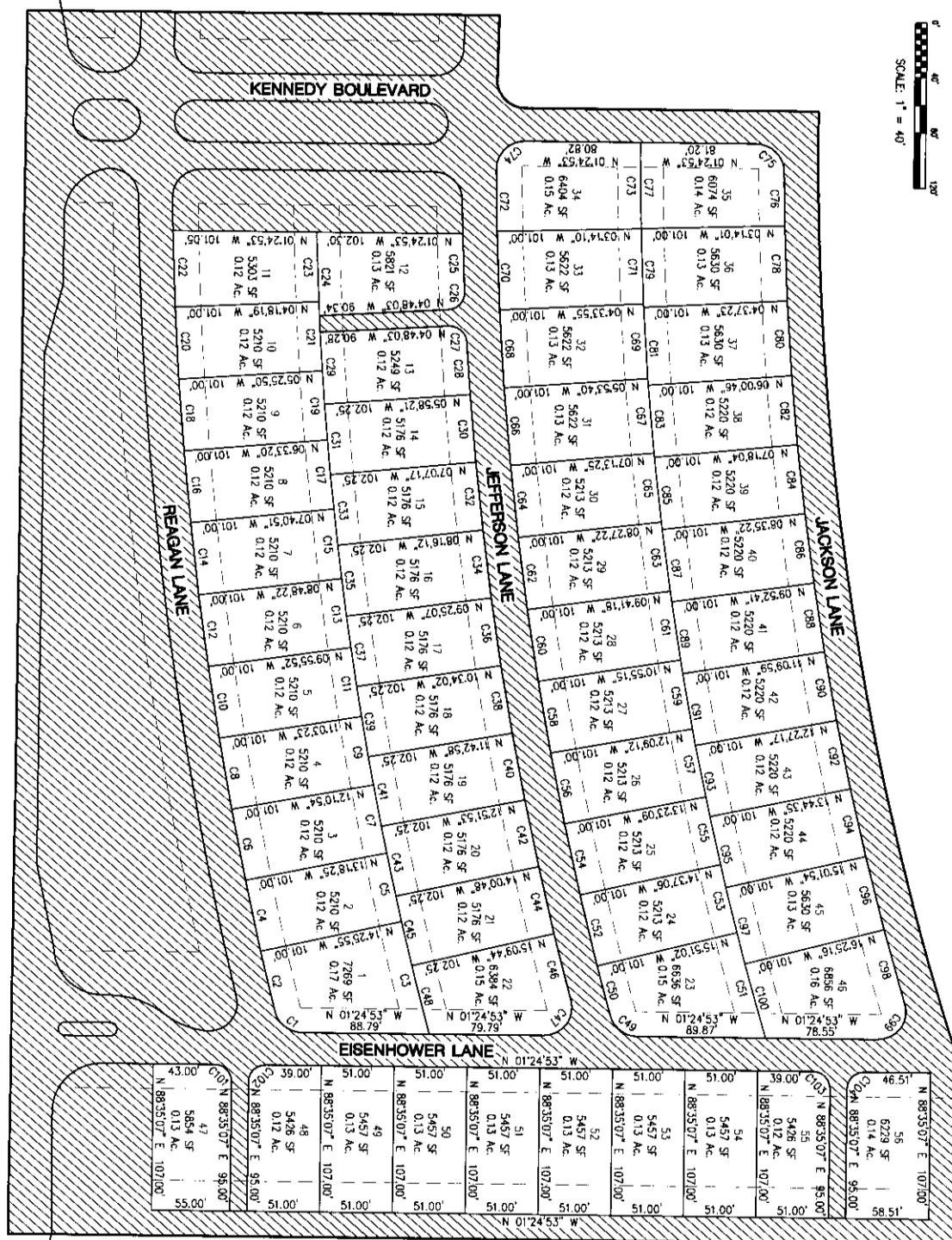


PROPOSED DATED: OCTOBER 14, 2002

Raymond J. McCoy
RAYMOND J. MCCOY
R.L.S. NO. 21270



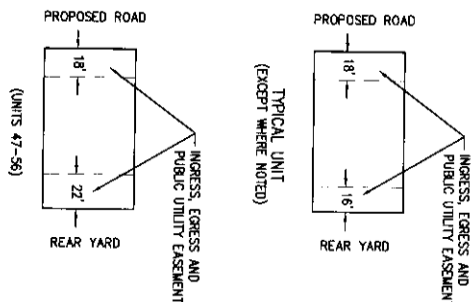
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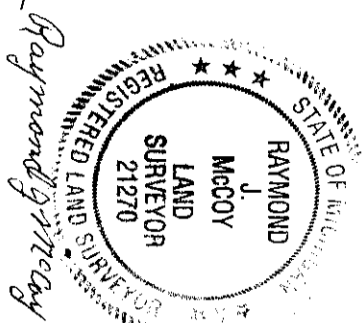
LEGEND

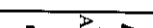
LIMIT OF OWNERSHIP

GENERAL COMMON ELEMENT



NOTE:
ADDITIONAL EASEMENTS REQUIRED FOR
STORM SEWER ALONG SIDE YARDS OF
CERTAIN UNITS. SEE SHEETS 5 & 6
FOR SEWER LINES.



 <p> MICKALICH and ASSOCIATES, INC. CIVIL ENGINEERING 2501 Avenue of the Stars Suite 200, Los Angeles, CA 90047 Phone: (310) 852-3000 Fax: (310) 852-3070 http://www.mickalich.com </p>	
Engineer's Seal	
Project Title	UPTOWN VILLAGE
Sheet Title	SITE PLAN
Client	UPTOWN VILLAGE, LTD.
Date	
Drawn by	
Checked by	
Reviewed by	
Approved by	
Date	
Job No.	07012
Sheet No.	3



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Peggy M. Haines - Washtenaw Co. DMA

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00'	26.54'	S 36.35 41° W	24.53'	76°01'08"
C2	2677.25'	46.04'	S 75.05 10° W	45.04'	0°57'50"
C3	2576.25'	84.20'	S 74.37 54° W	84.20'	0°15'21"
C4	2677.25'	52.58'	S 76°07'50" W	52.58'	0°10'31"
C5	2576.25'	50.59'	S 76°07'50" W	50.59'	0°10'31"
C6	2677.25'	52.58'	S 77°15'21° W	52.58'	0°10'31"
C7	2576.25'	50.59'	S 77°15'21° W	50.59'	0°10'31"
C8	2677.25'	52.58'	S 78°22'51° W	52.58'	0°10'31"
C9	2576.25'	50.59'	S 78°22'51° W	50.59'	0°10'31"
C10	2677.25'	52.58'	S 79°30'22° W	52.58'	0°10'31"
C11	2576.25'	50.59'	S 79°30'22° W	50.59'	0°10'31"
C12	2677.25'	52.58'	S 80°37'53° W	52.58'	0°10'31"
C13	2576.25'	50.59'	S 80°37'53° W	50.59'	0°10'31"
C14	2677.25'	52.58'	S 81°45'24° W	52.58'	0°10'31"
C15	2576.25'	50.59'	S 81°45'24° W	50.59'	0°10'31"
C16	2677.25'	52.58'	S 82°52'54° W	52.58'	0°10'31"
C17	2576.25'	50.59'	S 82°52'54° W	50.59'	0°10'31"
C18	2677.25'	52.58'	S 84°00'25° W	52.58'	0°10'31"
C19	2576.25'	50.59'	S 84°00'25° W	50.59'	0°10'31"
C20	2677.25'	52.58'	S 85°07'56° W	52.58'	0°10'31"
C21	2576.25'	50.59'	S 85°07'56° W	50.59'	0°10'31"
C22	2677.25'	52.58'	S 86°15'01° W	52.58'	0°10'42"
C23	2576.25'	50.59'	S 86°15'01° W	50.59'	0°10'42"
C24	2677.25'	52.58'	S 86°15'01° W	52.58'	0°10'42"
C25	2576.25'	50.59'	S 86°15'01° W	50.59'	0°10'42"
C26	2677.25'	52.58'	S 87°18'16° W	52.58'	0°10'42"
C27	12.00'	18.73'	N 49°31'28° E	16.93'	88°43'24"
C28	2474.00'	38.65'	S 84°28'30° W	38.65'	0°05'42"
C29	2576.25'	52.58'	S 84°28'30° W	52.58'	0°05'42"
C30	2474.00'	49.60'	S 85°37'11° W	49.60'	0°10'45"
C31	2576.25'	51.65'	S 85°37'11° W	51.65'	0°10'45"
C32	2474.00'	49.60'	S 87°18'16° W	49.60'	0°10'45"
C33	2576.25'	51.65'	S 87°18'16° W	51.65'	0°10'45"
C34	2474.00'	49.60'	S 81°09'21° W	49.60'	0°10'45"
C35	2576.25'	51.65'	S 81°09'21° W	51.65'	0°10'45"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C36	2474.00'	49.60'	S 80°00'25° W	49.60'	0°10'45"
C37	2576.25'	51.65'	S 80°00'25° W	51.65'	0°10'45"
C38	2474.00'	49.60'	S 78°51'30° W	49.60'	0°10'45"
C39	2576.25'	51.65'	S 78°51'30° W	51.65'	0°10'45"
C40	2474.00'	49.60'	S 77°42'35° W	49.60'	0°10'45"
C41	2576.25'	51.65'	S 77°42'35° W	51.65'	0°10'45"
C42	2474.00'	49.60'	S 76°33'39° W	49.60'	0°10'45"
C43	2576.25'	51.65'	S 76°33'39° W	51.65'	0°10'45"
C44	2474.00'	49.60'	S 75°24'44° W	49.60'	0°10'45"
C45	2576.25'	51.65'	S 75°24'44° W	51.65'	0°10'45"
C46	2474.00'	50.50'	S 74°15'11° W	50.50'	0°11'10"
C47	20.00'	38.62'	S 53°52'23° E	31.72'	104°55'01"
C48	2576.25'	51.37'	S 74°16'00° W	51.37'	0°10'45"
C49	20.00'	38.62'	S 35°55'32° E	31.72'	104°55'01"
C50	2450.00'	37.77'	S 73°42'28° W	37.77'	0°05'59"
C51	2450.00'	78.25'	S 73°10'58° W	78.25'	0°13'57"
C52	2450.00'	52.70'	S 74°45'56° W	52.70'	0°13'57"
C53	2450.00'	50.53'	S 75°58'53° W	50.53'	0°13'57"
C54	2450.00'	52.70'	S 75°58'53° W	52.70'	0°13'57"
C55	2450.00'	50.53'	S 77°13'50° W	50.53'	0°13'57"
C56	2450.00'	52.70'	S 78°27'46° W	52.70'	0°13'57"
C57	2450.00'	50.53'	S 78°27'46° W	50.53'	0°13'57"
C58	2450.00'	52.70'	S 79°41'43° W	52.70'	0°13'57"
C59	2450.00'	50.53'	S 79°41'43° W	50.53'	0°13'57"
C60	2450.00'	52.70'	S 80°55'40° W	52.70'	0°13'57"
C61	2450.00'	50.53'	S 80°55'40° W	50.53'	0°13'57"
C62	2450.00'	52.70'	S 82°09'37° W	52.70'	0°13'57"
C63	2450.00'	50.53'	S 82°09'37° W	50.53'	0°13'57"
C64	2450.00'	52.70'	S 83°26'28° W	52.70'	0°13'57"
C65	2450.00'	50.53'	S 83°26'28° W	50.53'	0°13'57"
C66	2450.00'	54.49'	S 84°46'13° W	54.49'	0°11'45"
C67	2450.00'	56.83'	S 84°46'13° W	56.83'	0°11'45"
C68	2450.00'	54.49'	S 84°46'13° W	54.49'	0°11'45"
C69	2450.00'	56.83'	S 85°05'57° W	56.83'	0°11'45"
C70	2450.00'	56.83'	S 85°05'57° W	56.83'	0°11'45"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C71	2349.00'	54.49'	S 86°05'57° W	54.49'	0°19'45"
C72	2450.00'	45.62'	S 87°17'50° W	45.62'	0°19'45"
C73	2349.00'	62.68'	S 87°31'42° W	62.68'	0°19'45"
C74	20.00'	31.68'	N 46°47'31° E	28.47'	90°45'16"
C75	20.00'	31.13'	N 43°10'52° E	28.08'	89°11'30"
C76	2248.00'	39.65'	S 87°16'18° W	39.65'	0°10'38"
C77	2349.00'	62.57'	S 87°31'42° W	62.57'	0°13'35"
C78	2248.00'	54.52'	S 88°04'16° W	54.51'	0°13'22"
C79	2349.00'	56.97'	S 88°04'16° W	56.96'	0°13'22"
C80	2248.00'	54.52'	S 88°40'56° W	54.51'	0°13'22"
C81	2349.00'	56.97'	S 88°40'56° W	56.96'	0°13'22"
C82	2248.00'	50.55'	S 89°20'35° W	50.55'	0°17'18"
C83	2248.00'	52.82'	S 89°20'35° W	52.82'	0°17'18"
C84	2248.00'	50.55'	S 82°03'17° W	50.55'	0°17'18"
C85	2248.00'	52.82'	S 82°03'17° W	52.82'	0°17'18"
C86	2248.00'	50.55'	S 80°45'59° W	50.55'	0°17'18"
C87	2248.00'	52.82'	S 80°45'59° W	52.82'	0°17'18"
C88	2248.00'	50.55'	S 79°28'40° W	50.55'	0°17'18"
C89	2248.00'	52.82'	S 79°28'40° W	52.82'	0°17'18"
C90	2248.00'	50.55'	S 78°11'22° W	50.55'	0°17'18"
C91	2248.00'	52.82'	S 78°11'22° W	52.82'	0°17'18"
C92	2248.00'	50.55'	S 76°54'04° W	50.55'	0°17'18"
C93	2248.00'	52.82'	S 76°54'04° W	52.82'	0°17'18"
C94	2248.00'	50.55'	S 75°36'45° W	50.55'	0°17'18"
C95	2248.00'	52.82'	S 75°36'45° W	52.82'	0°17'18"
C96	2248.00'	54.52'	S 74°16'25° W	54.51'	0°13'22"
C97	2248.00'	56.97'	S 74°16'25° W	56.96'	0°13'22"
C98	2248.00'	37.18'	S 54°38'11° E	32.04'	106°26'36"
C99	20.00'	37.18'	S 54°38'11° E	32.04'	106°26'36"
C100	2349.00'	55.86'	S 72°53'57° W	55.86'	0°12'14"
C101	12.00'	18.85'	N 43°24'53° E	16.97'	90°00'00"
C102	12.00'	18.85'	N 43°24'53° E	16.97'	90°00'00"
C103	12.00'	18.85'	N 43°35'07° E	16.97'	90°00'00"
C104	12.00'	18.85'	N 46°24'53° W	16.97'	90°00'00"

RAYMOND J. MCCOY
REGISTERED LAND SURVEYOR
21270

Raymond J. McCoy

W
MICKALICH and ASSOCIATES, INC.
2000 West Industrial Drive
Ann Arbor, MI 48106
Phone: 734.769.4300
Fax: 734.769.4300
http://www.mickalich.com

Project Title
UPTOWN VILLAGE
Curve Data

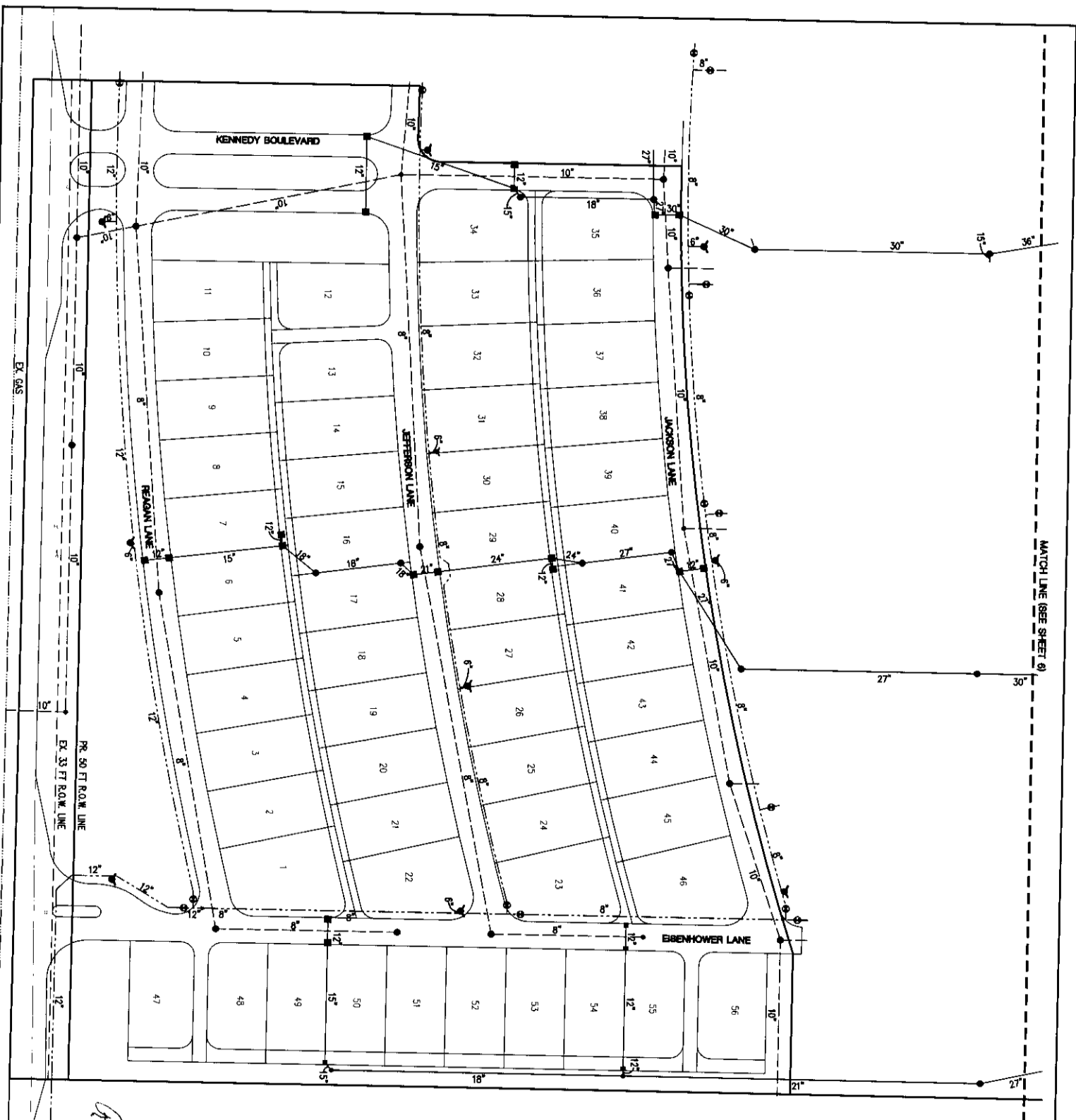
Client
UPTOWN VILLAGE, LTD

Drawn	_____
Checked	_____
Approved	_____
Date	_____
Job No.	07012
Sheet No.	4



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Page: 63 of 66
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L-4177 P-302

Peggy M. Haines - Washtenaw Co. DMA



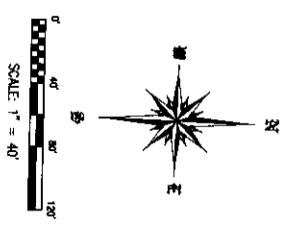
MATCH LINE (SEE SHEET 6)

Raymond J. McCoy



- NOTES**
- 1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 - 2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF WILMANTON DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
 - 3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
 - 4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 - 5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.

- LEGEND:**
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/INLET
 - PR. HYDRANT
 - PR. GATE VALVE



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MICKALICH and ASSOCIATES, INC.
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PROPOSED DATED: OCTOBER 14, 2002 © 2002

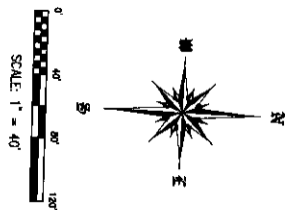
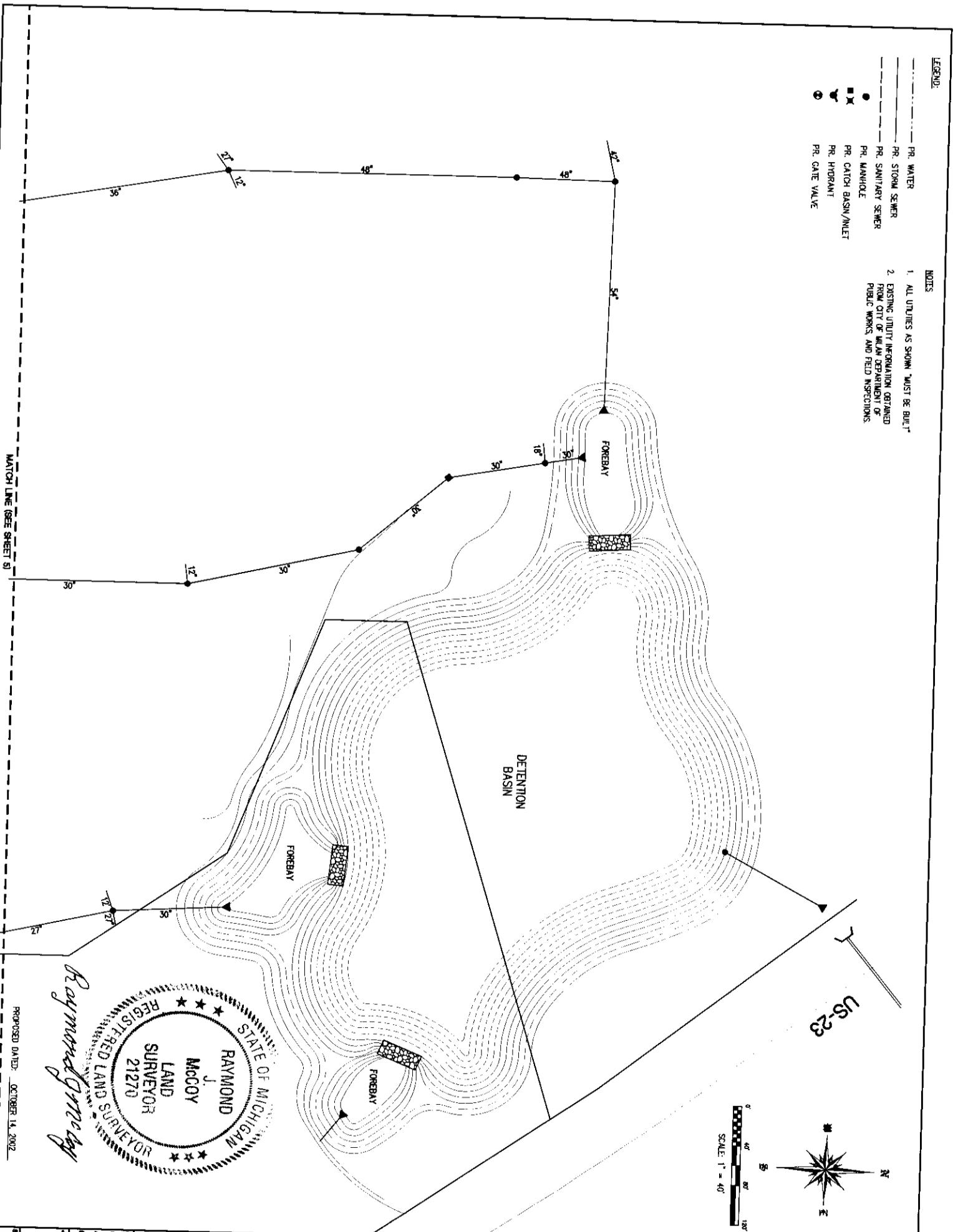
Project Title	UPTOWN VILLAGE
Client	UPTOWN VILLAGE, LTD
Drawn By	
Checked By	
Approved By	
Date	10-14-02
Job No.	07012
Sheet No.	5



Peggy M. Haines - Washtenaw Co. DMA

- LEGEND:
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/INLET
 - PR. HYDRANT
 - PR. GATE VALVE

- NOTES
1. ALL UTILITIES AS SHOWN MUST BE BUILT
 2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF WILAN DEPARTMENT OF PUBLIC WORKS AND FIELD INSPECTIONS

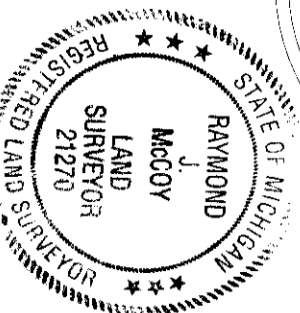


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Project Title
UPTOWN VILLAGE
Utility Plan
UPTOWN VILLAGE, LTD

Utility Plan

UPTOWN VILLAGE, LTD



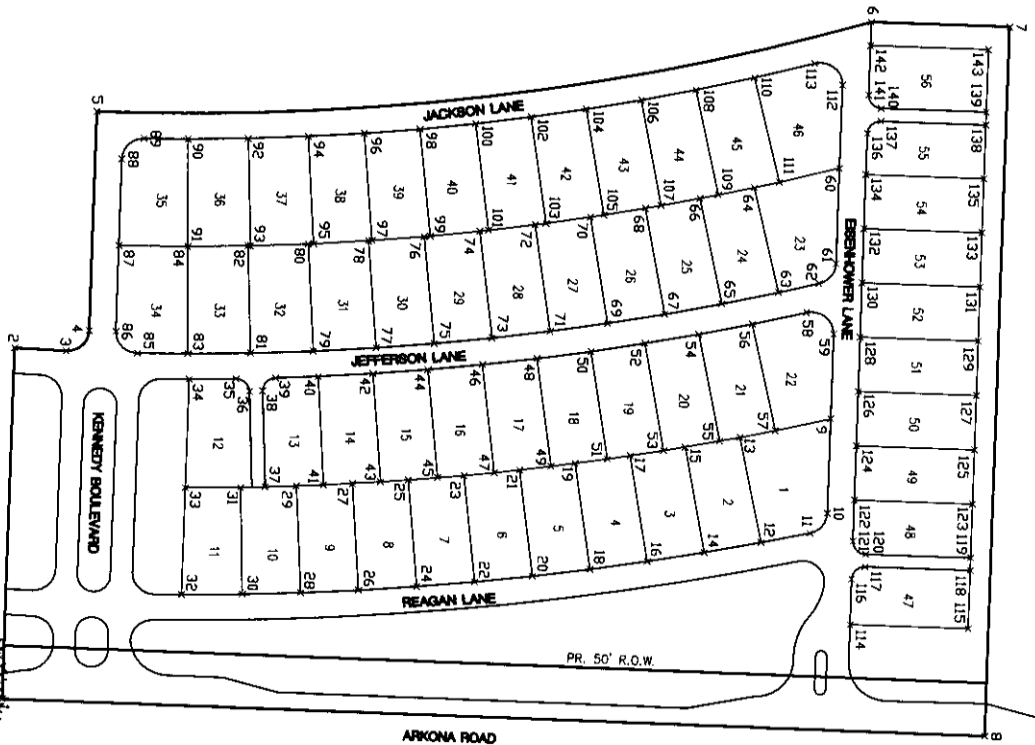
Raymond J. McCoy

PROPOSED DATE: OCTOBER 14, 2002

MATCH LINE (SEE SHEET 5)



POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	6470.31	1443.07	49	6718.66	1926.04	97	6921.26	1752.10
2	6801.29	1434.83	50	6828.76	1855.95	98	7028.43	1788.13
3	6802.87	1481.81	51	6728.64	1976.71	99	6926.56	1804.41
4	7027.63	1501.57	52	6839.32	2004.41	100	7036.54	1838.22
5	7153.24	1486.48	53	6739.64	2027.18	101	6937.04	1865.55
6	7153.24	2181.60	54	6850.05	2052.65	102	7045.77	1888.92
7	7156.54	2181.63	55	6751.64	2077.41	103	6946.69	1908.48
8	6488.36	2133.37	56	6863.34	2100.65	104	7056.12	1938.40
9	6778.58	2178.65	57	6784.85	2127.40	105	6957.50	1960.18
10	6689.82	2179.04	58	6874.04	2149.26	106	7067.58	1987.64
11	6670.04	2164.35	59	6858.34	2174.88	107	6969.47	2011.63
12	6658.45	2120.63	60	6921.46	2171.02	108	7080.14	2036.60
13	6756.26	2095.66	61	6924.62	2173.24	109	6982.59	2062.80
14	6645.85	2069.79	62	6894.97	2159.00	110	7094.91	2086.08
15	6744.14	2046.54	63	6894.97	2159.00	111	6998.03	2117.63
16	6634.25	2018.51	64	6891.33	2085.16	112	7092.99	2165.08
17	6732.98	1997.20	65	6900.53	2071.90	113	7111.53	2142.35
18	6623.66	1967.01	66	6976.26	2046.41	114	6981.88	2205.61
19	6722.79	1947.64	67	6867.78	2020.77	115	6980.52	2232.58
20	6614.09	1915.31	68	6860.03	1997.39	116	6928.86	2204.55
21	6713.57	1897.89	69	6850.13	1983.57	117	6841.16	2216.25
22	6605.53	1863.44	70	6834.56	1948.11	118	6843.50	2311.22
23	6705.34	1847.98	71	6843.56	1971.74	119	6853.50	2310.92
24	6597.99	1811.41	72	6843.56	1898.80	120	6853.15	2315.55
25	6698.08	1797.91	73	6834.78	1885.89	121	6864.85	2203.66
26	6591.47	1759.24	74	6834.78	1848.89	122	6703.84	2202.70
27	6691.81	1747.70	75	6827.52	1813.65	123	6706.48	2309.67
28	6585.98	1706.55	76	6827.52	1799.00	124	6754.83	2201.44
29	6686.53	1697.39	77	6820.52	1761.64	125	6757.47	2308.41
30	6581.52	1654.56	78	6820.52	1742.94	126	6805.81	2200.18
31	6682.24	1646.99	79	6814.14	1705.18	127	6806.45	2307.15
32	6575.95	1599.62	80	6814.14	1695.81	128	6856.80	2198.82
33	6676.97	1597.13	81	6808.82	1646.59	129	6859.44	2305.89
34	6781.24	1594.60	82	6808.82	1640.55	130	6907.78	2197.66
35	6784.01	1636.83	83	6805.12	1591.88	131	6910.42	2304.63
36	6773.05	1649.67	84	6802.87	1546.18	132	6958.76	2196.40
37	6684.01	1669.19	85	6802.87	1546.18	133	6961.41	2303.37
38	6773.97	1667.64	86	6802.47	1523.56	134	7009.75	2195.14
39	6786.83	1672.53	87	6803.46	1521.57	135	7012.39	2302.11
40	6790.65	1711.00	88	6804.43	1521.57	136	7048.74	2194.18
41	6686.55	1721.64	89	7004.91	1540.78	137	7061.03	2200.85
42	6796.30	1760.28	90	7005.80	1580.38	138	7063.37	2300.85
43	6694.84	1772.85	91	6905.96	1580.38	139	7075.37	2300.56
44	6802.94	1808.43	92	7010.53	1627.77	140	7073.03	2305.58
45	6701.76	1824.14	93	6908.86	1627.77	141	7084.73	2193.29
46	6810.57	1858.44	94	6915.58	1658.05	142	7131.22	2192.14
47	6709.70	1875.17	95	6915.58	1658.05	143	7133.86	2293.11
48	6819.18	1907.29	96	7021.44	1738.28			

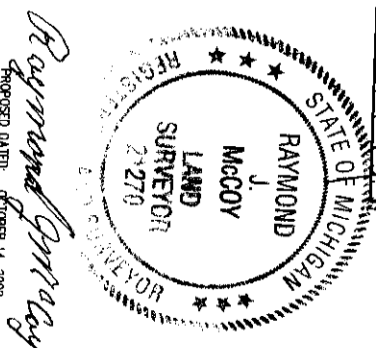


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FARMINGTON, MI 48334
PHONE: 616.882.8800
FAX: 616.882.8800
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Project Title
UPTOWN VILLAGE
Coordinate
PLAN

Client
UPTOWN VILLAGE, LTD

Drawn	J.M.
Checked	T.M.
Approved	J.M.
Date	10/29/02
Job No.	07012
Sheet No.	7



Raymond J. McCoy
PROPOSED DATED: OCTOBER 14, 2002

FIRST AMENDMENT TO MASTER DEED

UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, and Uptown Village Association, a Michigan nonprofit corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165 hereby amend the Master Deed and Bylaws (Exhibit "A" to the Master Deed) of Uptown Village, pursuant to the authority reserved in Article XIII of the Master Deed and Article XVII of the Bylaws to clarify the easement for ingress and egress over rear private lanes, to provide for an easement area for yard purposes and for maintenance of fences on certain Condominium Units, to provide for payment of the Arkona Road special assessment by the Co-owners, and to modify certain building and use restrictions in the Condominium.

Said Master Deed and Bylaws are amended in the following manner:

1. First Amended IX-16 of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IX-16 of the Master Deed as originally recorded, and the originally recorded Article IX-16 shall be of no further force or effect.

FIRST AMENDED ARTICLE IX-16 OF THE MASTER DEED OF UPTOWN VILLAGE

ARTICLE IX

EASEMENTS

**16. EASEMENTS FOR INGRESS AND EGRESS
(REAR PRIVATE LANES)**

Each Unit consisting of the Developer's Uptown product is subject to a private easement for ingress, egress, and utilities (rear private lanes, or alleys) as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto), including any additional areas as may be necessary for turn radii for utility and commercial vehicular traffic reasonably anticipated in the Condominium. The Association shall be responsible for the maintenance, repair, and replacement of the paved portion of the rear private lanes. The Association, acting through its Board of Directors, may promulgate such rules and regulations regarding the use of these rear private lanes as may be reasonable and necessary for the administration and use thereof by the Co-owners. Normal ingress and egress and use of these rear private lanes shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit; provided, however, no Co-owner shall prohibit, restrict, limit, or in any manner interfere with normal ingress or egress or use by any other Co-owner of any of the rear private lanes.

2. Upon recordation of this Amendment in the office of the Washtenaw County Register of Deeds, Article IX of the Master Deed shall be amended to add a Section 20 thereto as follows:

ARTICLE IX

EASEMENTS

**20. EASEMENT FOR YARD PURPOSES
AND FOR MAINTENANCE OF FENCE**

Certain of the Condominium Units, as depicted on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are subject to an easement for the benefit of the owners of the adjacent Condominium Unit for yard purposes and for the installation and maintenance of a fence. The owners of the adjacent Condominium Unit shall have the right to install a fence in the easement area, subject to the approval of the Developer and not to exceed 4 feet in height, as depicted on the Condominium Subdivision Plan (Exhibit "B" hereto). In the event that the owners of the adjacent Unit install a fence in the easement area, the owners of the adjacent Unit shall have the exclusive right to use the easement area for yard purposes; however, in such an event, the owners of the adjacent Unit shall be responsible for the maintenance and landscaping of the easement area and for the maintenance, repair and replacement of the fence in the easement area. The owners of the adjacent Unit shall indemnify and hold the Co-owner of the Unit subject to the easement harmless from any liability arising out of the use of the easement area by the owners of the adjacent Unit. The Co-owner of the Unit that is subject to this easement, shall have the right to access the easement area to perform maintenance on the Co-owner's residential structure.

3. First Amended Article II, Section 9 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II, Section 9 of the Bylaws as originally recorded, and the originally recorded Article II, Section 9 shall be of no further force or effect.

**FIRST AMENDED ARTICLE II, SECTION 9
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE II

ASSESSMENTS

Section 9. Water and Sewer Assessments and Arkona Road Special Assessment District. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium. The individual Co-owners shall also be responsible for the payment of special assessments levied by the City of Milan in regard to the Arkona Road special assessment district.

4. First Amended Article VII, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 4 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 4 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 4
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE VII

BUILDING AND USE RESTRICTIONS



Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the Developer's landscaping plan and with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

5. First Amended Article VII, Section 15 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 15 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 15 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 15
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE VII

BUILDING AND USE RESTRICTIONS

Section 15. Basketball Hoops. Basketball hoops are permitted on the garage or on the interior driveway side at the rear of the home for each home consisting of the Developer's Uptown


product. No basketball hoops are permitted to be mounted on the dwelling or the garage of the Developer's Hometown product. Only temporary basketball hoops shall be permitted and shall be stored in the garage of the Developer's Hometown product with the garage door closed each evening or when not in use.

6. Sheets 1, 2, 3, 4, 5, 6 and 7 of Replat #1 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded Sheets 1, 2, 3, 4, 5, 6 and 7 of the Condominium Subdivision Plan of Uptown Village, and the aforescribed originally recorded Sheets shall be of no further force and effect.

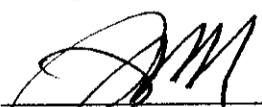
In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Tax ID No.
191926400004 PT

Uptown Village, Ltd., a Michigan corporation

By: 
Phillip W. McCafferty
Its: President

Uptown Village Association, a Michigan nonprofit corporation

By: 
Phillip W. McCafferty
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On the 13th day of June, 2003, the foregoing First Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the



Peggy M Haines, Washtenaw DMAAM 5442427

President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

Victoria Croumie
Notary Public, OAKLAND
County, Michigan
My Commission Expires:
5/27/2007

VICTORIA CROUMIE
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES May 28, 2007

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On the 13th day of June, 2003, the foregoing First Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village Association, a Michigan nonprofit corporation, who stated that the foregoing First Amendment had received the consent of at least two-thirds of the Co-owners duly authorizing the execution of the First Amendment by the nonprofit corporation.

Victoria Croumie
Notary Public, OAKLAND
County, Michigan
My Commission Expires:
5/27/2007

VICTORIA CROUMIE
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES May 28, 2007

FIRST AMENDMENT TO MASTER DEED DRAFTED BY
AND WHEN RECORDED RETURN TO:
Samuel K. Hodgdon, Esq.
Uptown Village, Ltd.
P.O. Box 308
New Hudson, MI 48165
(248) 684.1234

REPLAT No 1 TO THE
EXHIBIT "B" TO MASTER DEED OF
UPTOWN VILLAGE
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 403
PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

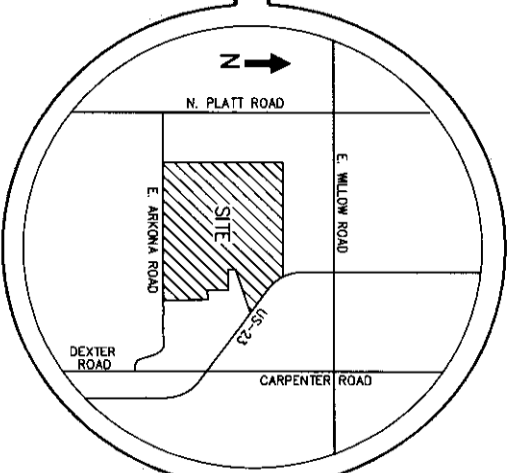
Beginning at a point distant N. 88°50'20"E., 733.78 feet, along the South line of said section 26 from the South 1/4 corner of said section 26; thence N.01°24'53"W., 331.08 feet; thence 46.98 feet along the arc of a curve to the left, radius 2,450.00 feet, central angle 0°05'55", chord bearing N.89°53'21"E., chord 46.97 feet; thence 31.68 feet along the arc of a curve to the left, radius 20.00 feet, central angle 90°45'16", chord bearing N.43°57'45"E., chord 28.47 feet; thence N.01°24'53"W., 205.82 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; Thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 890.50 feet to the point of beginning. Contains 11.93 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 1989.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;
2) S.401°3'25"E., 377.52 feet;
3) S.36°58'25"E., 57.21 feet;
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 205.82 feet; thence 31.68 feet along a curve to the right, radius 20.00 feet, chord bearing S.43°57'45"W., 28.47 feet; thence 46.98 feet along a curve to the right, radius 2450.00 feet, chord bearing S.89°53'21"W., 46.97 feet; thence S.01°24'53"W., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the South line of said section 26, said line also being the centerline of Arkona Road (66 feet wide R.O.W.) to the point of beginning. Contains 59.58 acres of land and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

ATTENTION COUNTY REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE
REGISTER OF DEEDS AND SHALL BE DESIGNATED
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER 403. THIS NUMBER MUST BE PROPERLY
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE
SURVEYOR'S CERTIFICATE.



PROPRIETOR

UPTOWN VILLAGE, LTD
P.O. BOX 308
NEW HUDSON, MICHIGAN 48166
(248) 884-1234

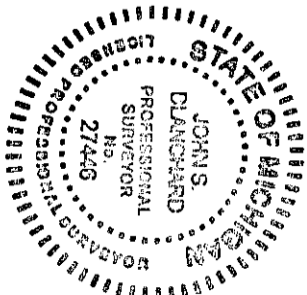
SHEET INDEX

- * 1 TITLE SHEET
- * 2 SURVEY PLAN
- * 3 SITE PLAN
- * 4 CURVE DATA
- * 5 UTILITY PLAN
- * 6 COORDINATE PLAN
- * 7
- * 8

ENGINEER

MICKALUCH and ASSOCIATES, INC.
2388 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48308
(248) 852-1800

* DENOTES SHEETS AMENDED
ON MARCH 20, 2003



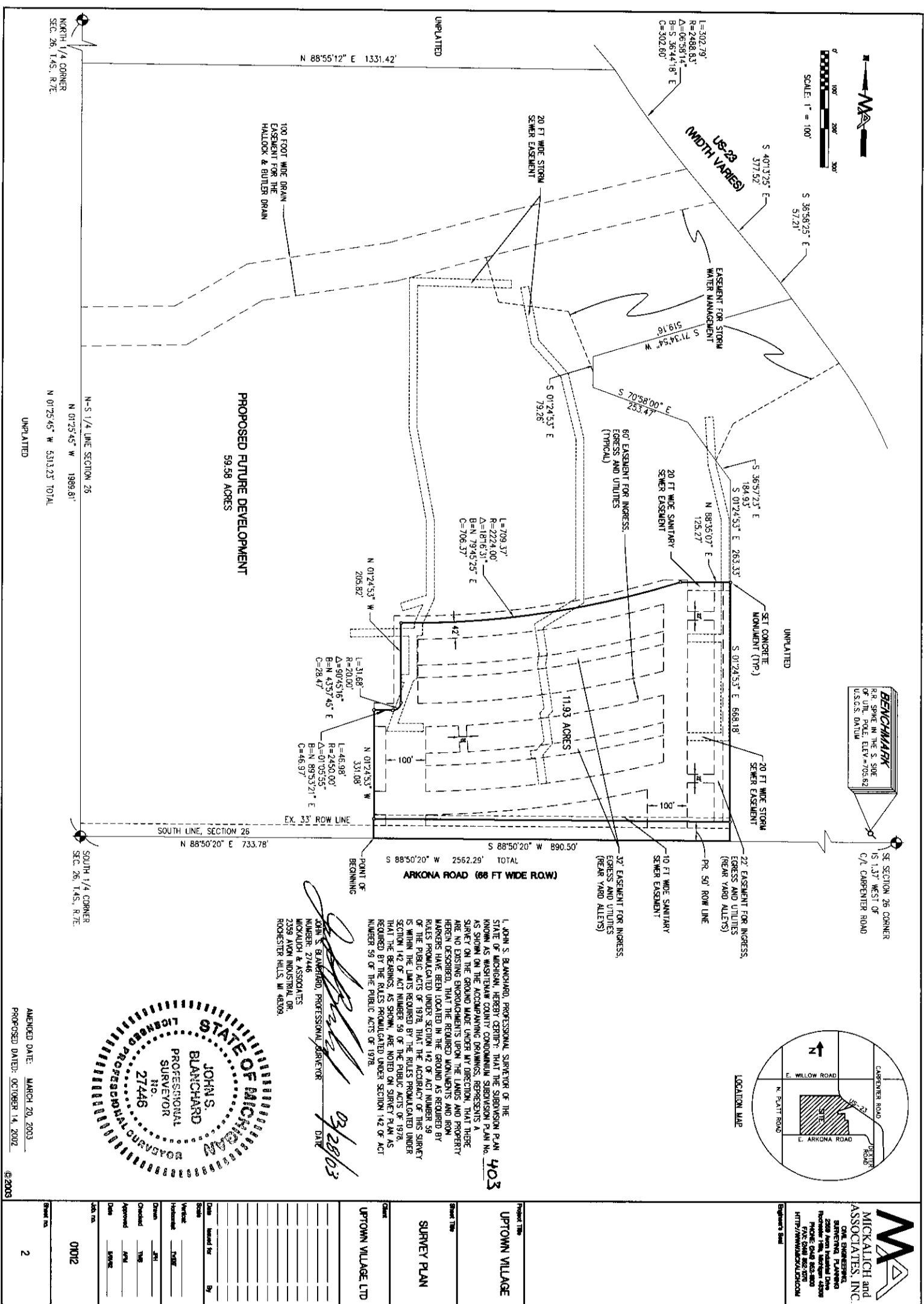
AMENDED DATE: MARCH 20, 2003
PROPOSED DATE: OCTOBER 14, 2002

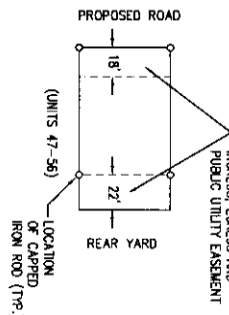
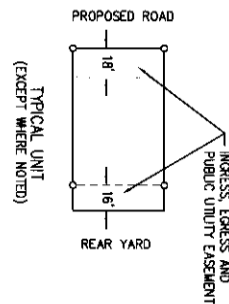
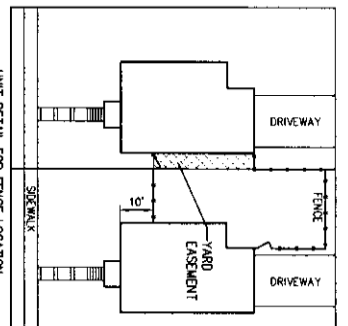
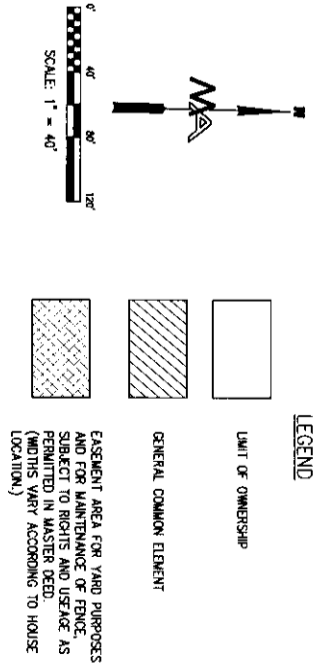
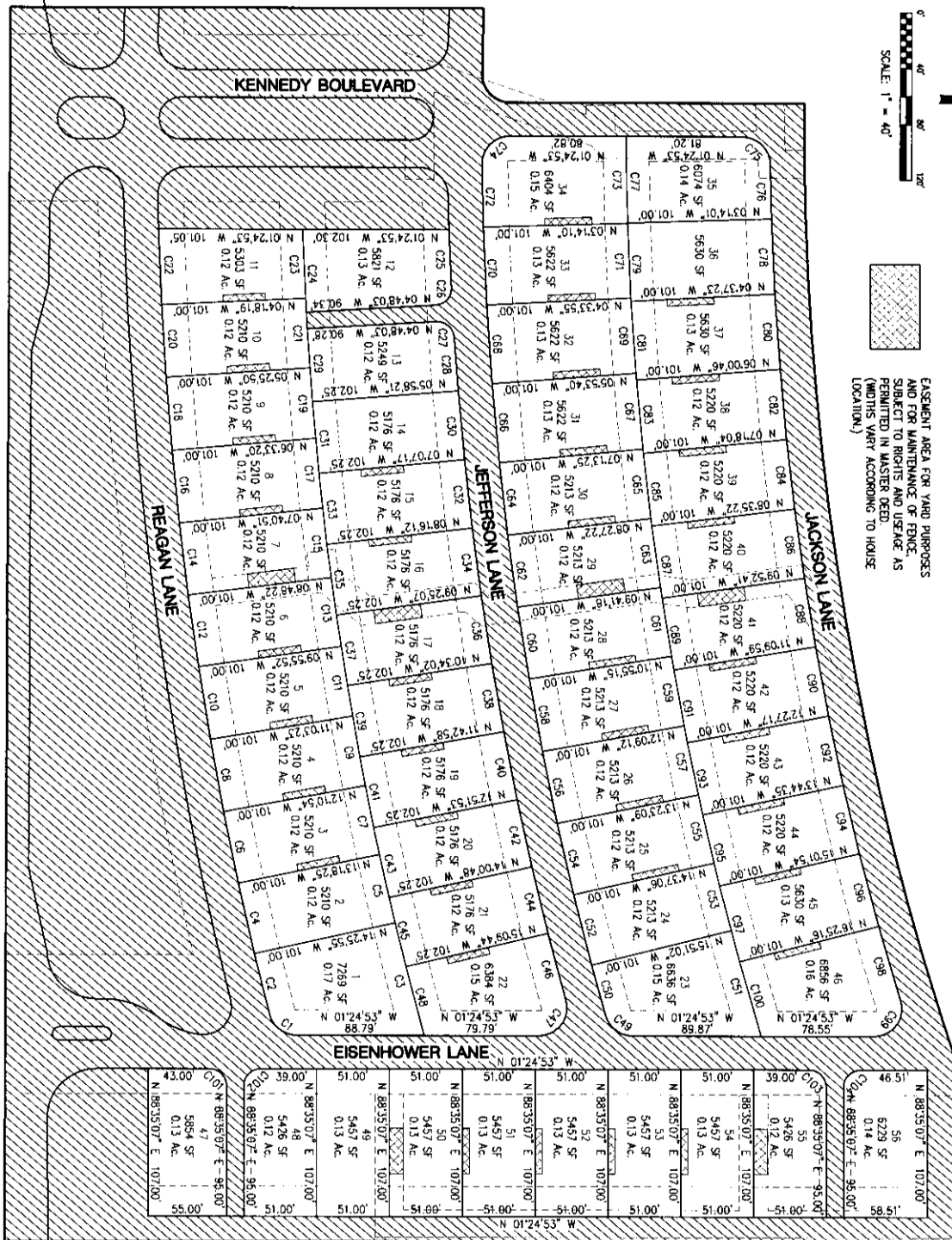

JOHN S. BLANCHARD
P.S. No. 27446



Pessy M Haines, Washtenaw DMAAM 5442427

Page: 8 of 13
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MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING, PLANNING
2300 Avon Industrial Drive
P.O. Box 1000
Farmington Hills, MI 48334
TEL: 248-465-1000
FAX: 248-465-1001
HTTP://WWW.MICKALICH.COM

Project Title:
UPTOWN VILLAGE

Client:
UPTOWN VILLAGE, LTD

Drawn By:	Checked By:	Approved By:	Date:
0012			
3			

JOHN S. BLANCHARD
PROFESSIONAL SURVEYOR
STATE OF MICHIGAN
BOARD OF SURVEYORS
No. 00125
MAILED 06/26/2003
APPROVED DATE: MARCH 20, 2003
PROPOSED DATE: OCTOBER 14, 2002
©2003



CURE	RADIUS	LENGTH	CHORD BEARING	CH CHEN	DELTA
C/1	2349.00	54.49	S 86.05° 52" W	54.49	0.19.45"
C/2	2349.00	45.62	S 87.17° 50" W	45.62	0.13.04"
C/3	2349.00	62.66	S 87.31° 43" W	62.67	0.13.14"
C/4	20.00	31.68	N 46.47° 31" W	28.47	90° 55'.16"
C/5	20.00	31.13	N 43.10° 52" E	28.08	89° 11.30"
C/6	2248.00	39.65	S 87.16° 40" W	39.65	01.00.38"
C/7	2349.00	62.57	S 87.31° 46" W	62.57	0.13.35"
C/8	2348.00	54.52	S 86.04° 18" W	54.51	0.12.33"
C/9	2349.00	56.97	S 86.04° 18" W	56.96	0.12.33.22"
C/10	2248.00	54.52	S 84.40° 56" W	54.51	0.12.33.22"
C/11	2349.00	56.97	S 84.40° 56" W	56.96	0.12.33.22"
C/12	2248.00	50.55	S 83.20° 35" W	50.55	0.11.17.18"
C/13	2349.00	52.82	S 83.20° 35" W	52.82	0.11.17.18"
C/14	2248.00	50.55	S 82.03° 17" W	50.55	0.11.17.18"
C/15	2349.00	52.82	S 82.03° 17" W	52.82	0.11.17.18"
C/16	2248.00	50.55	S 80.45° 59" W	50.55	0.11.17.18"
C/17	2349.00	52.82	S 80.45° 59" W	52.82	0.11.17.18"
C/18	2248.00	50.55	S 79.28° 40" W	50.55	0.11.17.18"
C/19	2349.00	52.82	S 79.28° 40" W	52.82	0.11.17.18"
C/20	2248.00	50.55	S 78.11° 22" W	50.55	0.11.17.18"
C/21	2349.00	52.82	S 78.11° 22" W	52.82	0.11.17.18"
C/22	2248.00	50.55	S 76.54° 04" W	50.55	0.11.17.18"
C/23	2349.00	52.82	S 76.54° 04" W	52.82	0.11.17.18"
C/24	2248.00	50.55	S 75.36° 45" W	50.55	0.11.17.18"
C/25	2349.00	52.82	S 75.36° 45" W	52.82	0.11.17.18"
C/26	2248.00	54.52	S 74.61° 62" W	54.51	0.12.33.22"
C/27	2349.00	56.97	S 74.61° 62" W	56.96	0.12.33.22"
C/28	2248.00	56.38	S 72.25° 11" E	56.38	0.12.56.13"
C/29	20.00	37.16	S 54.38° 11" E	32.04	106° 26.36"
C/30	2349.00	35.86	S 72.33° 51" E	35.86	0.12.1.43"
C/31	12.00	18.85	N 43.35° 07" E	16.97	90° 00.00"
C/32	12.00	18.85	N 46.74° 53" W	16.97	90° 00.00"
C/33	12.00	18.85	N 43.35° 07" E	16.97	90° 00.00"
C/34	12.00	18.85	N 46.74° 53" W	16.97	90° 00.00"

UPTOWN VILLAGE, LTD

CURVE DATA

UPTOWN VILLAGE

UPTOWN VILLAGE, LTD

01012

4

AMENDED DATE: MARCH 20, 2003

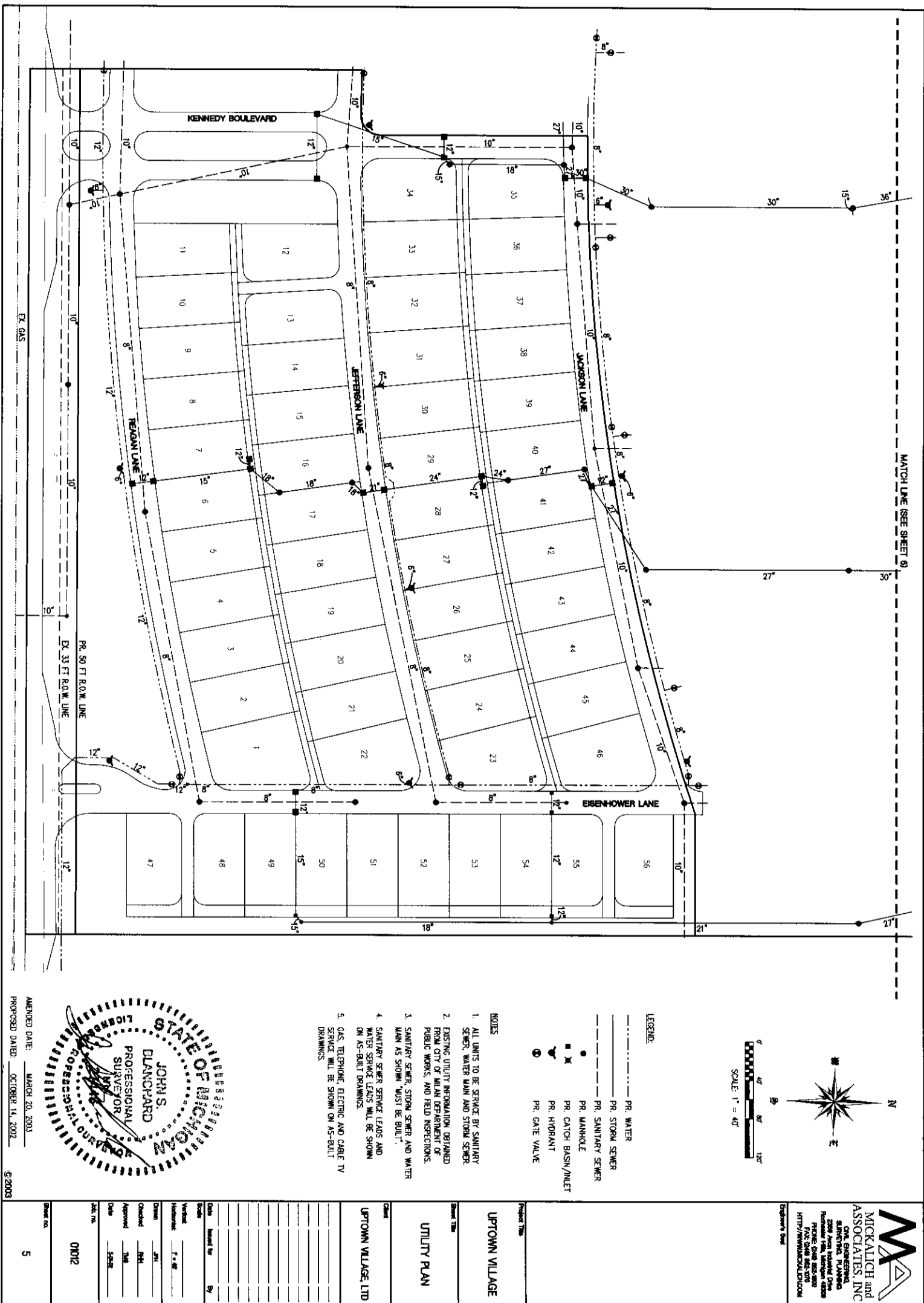
PROPOSED DATED: OCTOBER 14, 2006

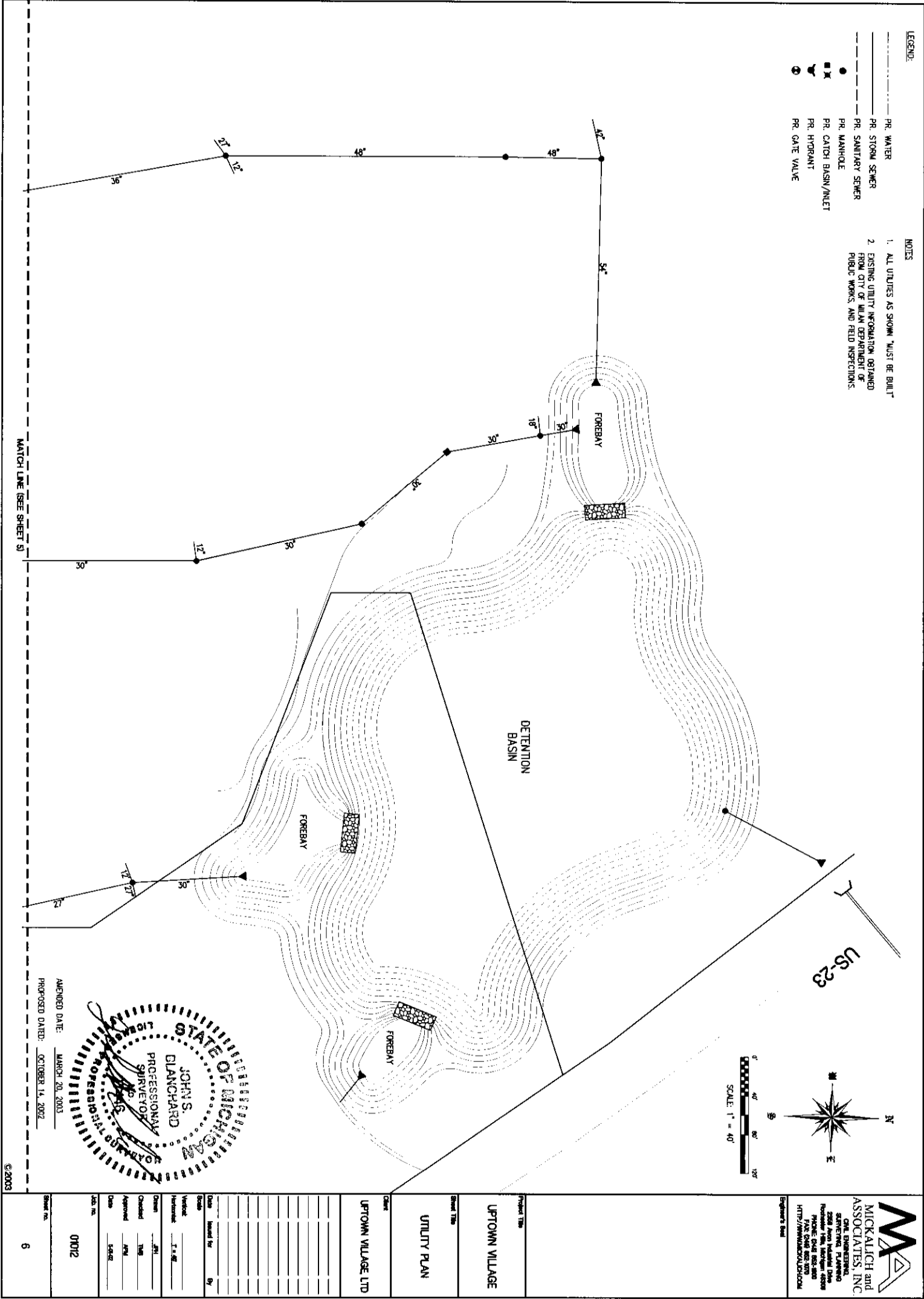
© 2003

Order: 20029913 Page 10 of 13 Requested By: Josh Dinkelmeyer , Printed: 10/12/2023 9:54 AM
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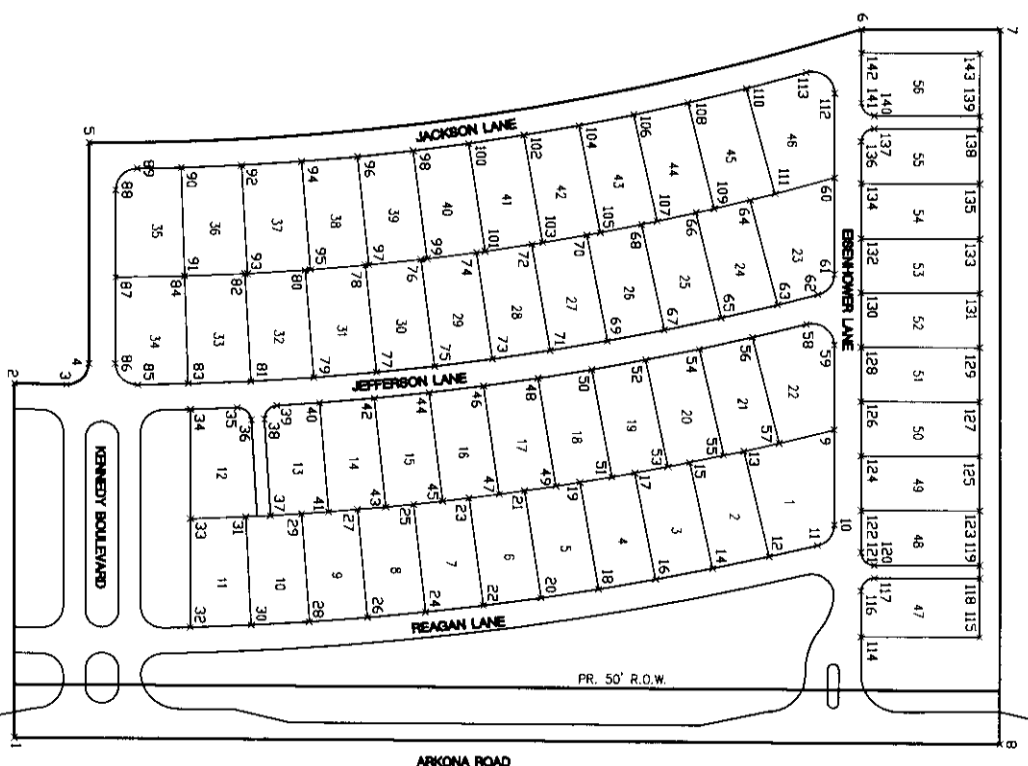
Peggy M Haines, Washtenaw DMAAM 5442427







POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	6470.31	1443.07	49	6716.66	1926.04	97	6921.26	1752.10
2	6601.29	1434.83	50	6828.78	1935.95	98	7028.43	1789.33
3	6601.26	1461.81	51	6726.64	1976.71	99	6928.56	1804.41
4	6601.26	1500.37	52	6838.32	2004.41	100	7036.54	1839.22
5	7021.63	1466.49	53	6738.64	2027.18	101	6937.04	1866.55
6	7152.44	1466.49	54	6850.65	2052.55	102	7045.17	1888.92
7	7152.44	2101.83	55	6751.64	2071.41	103	6946.69	1908.48
8	6748.36	2101.83	56	6863.34	2104.65	104	7056.12	1938.40
9	6775.58	2128.32	57	6764.63	2127.40	105	6957.50	1960.18
10	6580.42	2178.44	58	6872.44	2149.28	106	7067.36	1987.44
11	6580.42	2178.44	59	6982.44	2171.02	107	6968.47	2011.63
12	6580.42	2178.44	60	7014.46	2171.02	108	6960.14	2036.60
13	6756.35	2068.78	61	6924.02	2122.74	109	6962.39	2062.60
14	6756.35	2068.78	62	6894.37	2153.00	110	7064.51	2089.00
15	6744.35	2048.54	63	6894.37	2153.00	111	6956.03	2117.53
16	6544.35	2048.54	64	6894.37	2153.00	112	6956.03	2117.53
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43	6732.68	1907.20	91	6894.37	2153.00	139	6956.03	2159.89
44	6732.68	1907.20	92	6894.37	2153.00	140	6956.03	2159.89
45	6732.68	1907.20	93	6894.37	2153.00	141	6956.03	2159.89
46	6732.68	1907.20	94	6894.37	2153.00	142	6956.03	2159.89
47	6732.68	1907.20	95	6894.37	2153.00	143	6956.03	2159.89
48	6732.68	1907.20	96	6894.37	2153.00	144	6956.03	2159.89



JOHN S. BLANCHARD
STATE OF MICHIGAN
27445
SURVEYOR
AMENDED DATE: 10/12/2023
PROPOSED DATE: 10/12/2023

Project Title	UPTOWN VILLAGE
Client	UPTOWN VILLAGE LTD
Drawn	7
Checked	7
Approved	7
Date	06/26/2003
Job No.	0012
Sheet No.	7

SECOND AMENDMENT TO MASTER DEED

UPTOWN VILLAGE

(15)
56-

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed of Uptown Village, pursuant to the authority reserved in Article VIII, Article IX-3 and Article XIII of the Master Deed to expand the Condominium from fifty-six (56) Units to ninety-seven (97) Units by the addition of the land described in Section 1 below, and to provide for dedication of the collector roads in the Condominium.

Said Master Deed is amended in the following manner:

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

Beginning at the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence with a curve turning to the left with an arc length of 538.64', with a radius of 2264.25', with a chord bearing of S.81°23'04"E., with a chord length of 537.37', thence N.01°24'53"W., 16.28 feet; thence with a curve turning to the left with an arc length of 95.35', with a radius of 2248.00', with a chord bearing of S.89°23'28"E., with a chord length of 95.34', thence with a curve turning to the right with an arc length of 31.13', with a radius of 20.00', with a chord bearing of S.46°00'38"E., with a chord length of 28.08', thence S.01°24'53"E., 162.02 feet; thence with a curve turning to the right with an arc length of 31.68', with a radius of 20.00', with a chord bearing of S.43°57'45"W., with a chord length of 28.47', thence with a curve turning to the right with an arc length of 46.98', with a radius of 2450.00', with a chord bearing of S.89°53'21"W., with a chord length of



46.97', thence S.01°24'53"E., 331.08 feet; thence S.88°50'20"W., 733.78 feet along the S. line of said Section 26 and the centerline of Arkona Road (66' WD.) which is the point of beginning. Contains 9.42 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

19-19-26-400-006 PT



2. First Amended Article II of said Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II of the Master Deed as originally recorded and the originally recorded Article II shall be of no further force or effect.

FIRST AMENDED ARTICLE II
OF THE MASTER DEED OF UPTOWN VILLAGE

ARTICLE II

LEGAL DESCRIPTION

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

Beginning at the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 653.70 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 18°16'31", chord bearing S.82°50'25"E., with chord 651.43 feet; thence N.01°24'53"W., 40.25 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 21.31 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

19-19-26-400-006 PT

19-19-26-405-001

THRU - 056



3. First Amended Article IV-1K of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-1K of the Master Deed as originally recorded, and the originally recorded Article IV-1K shall be of no further force or effect.

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**FIRST AMENDED ARTICLE IV-IK
OF THE MASTER DEED OF UPTOWN VILLAGE**

ARTICLE IV

COMMON ELEMENTS

1. The General Common Elements are:

- K. Roadways. The collector roadways designated on Exhibit "B" which provides access to the Units, until such roadways are dedicated to the City of Milan or other governmental authority.

4. First Amended Article IV-1N of the Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-1N of the Master Deed as originally recorded, and the originally recorded Article IV-1N shall be of no further force or effect.

**FIRST AMENDED ARTICLE IV-1N
OF THE MASTER DEED OF UPTOWN VILLAGE**

ARTICLE IV

COMMON ELEMENTS

1. The General Common Elements are:



Peggy M Haines, Washtenaw DMAAM 5471864

- N. Entry Boulevard Area. The entry boulevard area and all improvements therein (to the extent same are not dedicated to the City of Milan or other governmental authority) as designated on Exhibit "B" hereto.
-

5. First Amended Article IV-5 of the Master Deed of Uptown Village, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article IV-5 of the Master Deed as originally recorded, and the originally recorded Article IV-5 shall be of no further force or effect.

FIRST AMENDED ARTICLE IV-5
OF THE MASTER DEED OF UPTOWN VILLAGE

ARTICLE IV

COMMON ELEMENTS

5. Roadways. Until the City or other applicable governmental authority accepts dedication of the collector roadways, the roadways are private streets and the City of Milan or other applicable governmental authority is under no obligation to maintain or repair the roadways, including, but not limited to, brush pick-up and summer, winter, curb and gutter maintenance.
-

6. Upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, Article IX-14 of the Master Deed of Uptown Village shall be deleted in its entirety and shall be of no further force or effect.

S:\MILAN\Legal\Corporate\SecondAmendMasterDeed.doc




Peggy M Haines, Washtenaw DMAAM 5471864

Page: 5 of 15
08/29/2003 02:44P
L-4305 P-700

7. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Replat #2 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded Sheets of the Condominium Subdivision Plan of Uptown Village, as amended, and the aforescribed originally recorded Sheets shall be of no further force and effect.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

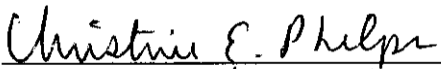
Uptown Village, Ltd., a Michigan corporation

By: 
Phillip W. McCafferty
Its: President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On the 27th day of August, 2003, the foregoing Second Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007
Acting in Oakland County


Notary Public, Livingston
County, Michigan
My Commission Expires:
1/27/07

✓ SECOND AMENDMENT TO MASTER DEED DRAFTED
BY AND WHEN RECORDED RETURN TO:
Samuel K. Hodgdon, Esq.
Uptown Village, Ltd.
P.O. Box 308
New Hudson, MI 48165
(248) 684.1234

S:\MILAN\Legal\Corporate\SecondAmendMasterDeed.doc

REPLAT No 2 TO THE
EXHIBIT "B" TO MASTER DEED OF
UPTOWN VILLAGE
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 403
PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, More particularly described as:

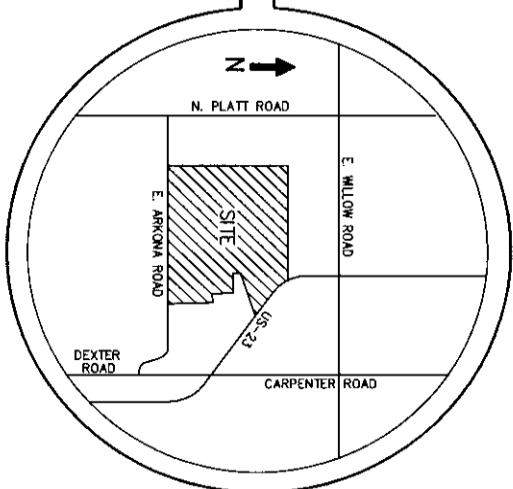
Beginning of the South 1/4 corner of said section 26 thence N.01°25'45"W., 500.00 feet along the N-S 1/4 line of said section 26; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 653.70 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 18°16'31", chord bearing S.82°50'25"E., with chord 651.43 feet; thence N.01°24'53"W., 40.25 feet; thence 709.37 feet along the arc of a curve to the left, radius 2224.00 feet, central angle 18°16'31", chord bearing N.79°45'25"E., chord 706.37 feet; thence N.88°35'07"E., 125.27 feet; thence S.01°24'53"E., 668.18 feet to the south line of said section 26; thence along said south line S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 21.31 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record.

PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S.,R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning distant N.01°25'45"W., 500.00 feet along the North-South 1/4 line from the South 1/4 corner of said Section 26; thence continuing N.01°25'45"W., 1489.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly along right-of-way line of US-23 Highway; thence the following three courses (3) courses along said right-of-way line
1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;
2) S.40°13'25"E., 377.52 feet;
3) S.36°58'25"E., 57.21 feet;
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 263.33 feet; thence S.88°35'07"W., 125.27 feet; thence 709.37 feet along a curve to the right, radius 2224.00 feet, chord bearing S.79°45'25"W., 706.37 feet; thence S.01°24'53"E., 40.25 feet; thence 653.70 feet along a curve to the right, radius 2264.25 feet, chord bearing N.82°50'25"W., chord 651.43 feet; thence S.01°25'45"E., 109.42 feet; thence S.88°34'15"W., 157.00 feet to the Point of Beginning. Contains 50.20 acres of land and subject to all easements and restrictions of record.

ATTENTION COUNTY REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE
REGISTER OF DEEDS AND SHALL BE DESIGNATED
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER 403. THIS NUMBER MUST BE PROPERLY
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE
SURVEYORS CERTIFICATE.



PROPRIETOR

UPTOWN VILLAGE, LTD
P.O. BOX 308
NEW HUDSON, MICHIGAN 48166
(248) 694-1234

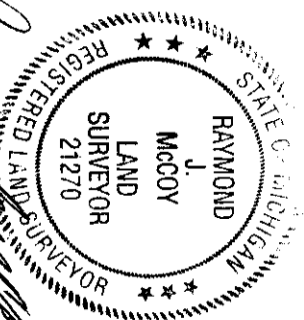
ENGINEER

MICKALUCH and ASSOCIATES, INC.
2369 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 862-1800

SHEET INDEX

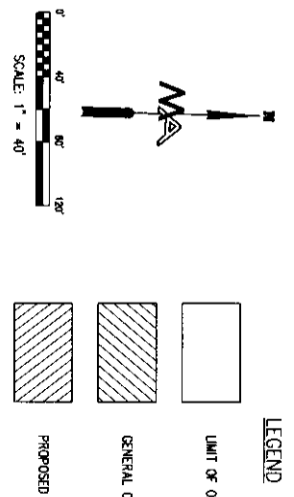
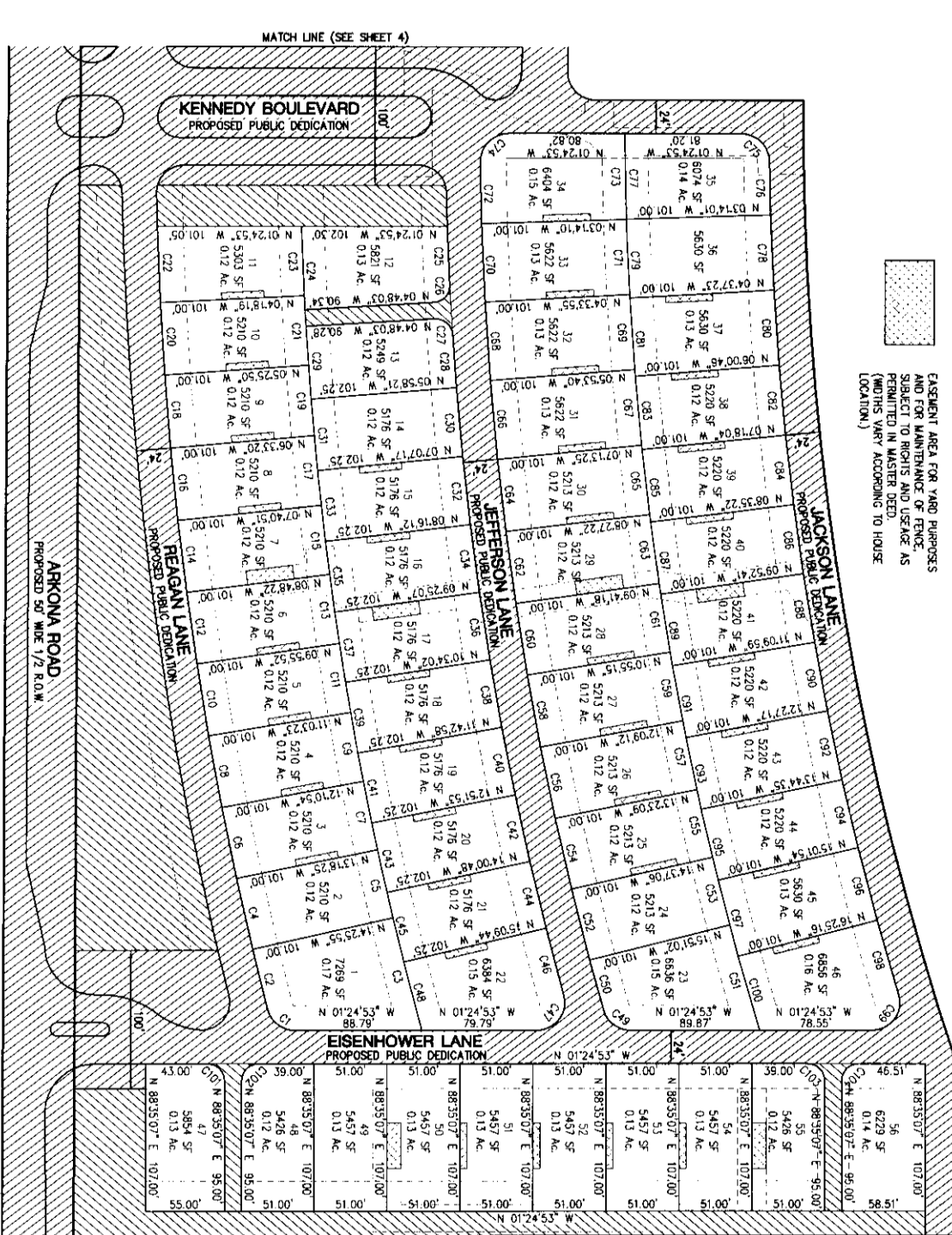
- * 1 TITLE SHEET
- * 2 SURVEY PLAN
- * 3 SITE PLAN
- * 4 CURVE DATA
- * 5 UTILITY PLAN
- * 6 UTILITY PLAN
- * 7 UTILITY PLAN
- * 8 COORDINATE PLAN
- * 9 COORDINATE DATA
- * 10

* DENOTES SHEETS AMENDED
OR ADDED ON JUNE 16, 2003

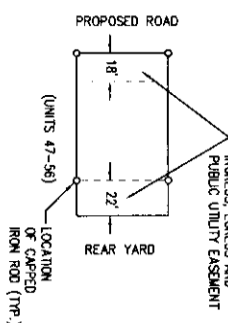
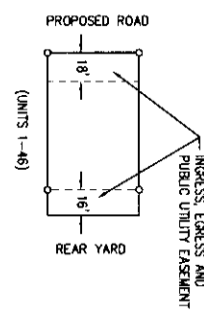
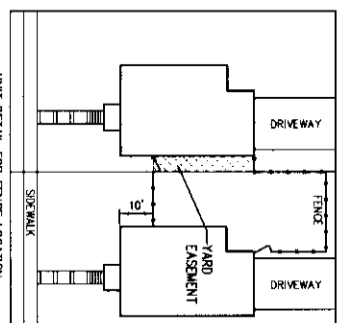


AMENDED DATE: JUNE 16, 2003

RAYMOND J. MCCOY
R.L.S. No. 21270



- NOTES:
1. ALL ROADS AND SITE IMPROVEMENTS MUST BE BUILT.
 2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNSTUD UNITS ARE CONVERTIBLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
 3. ALL ROADS ARE PROPOSED PUBLIC.



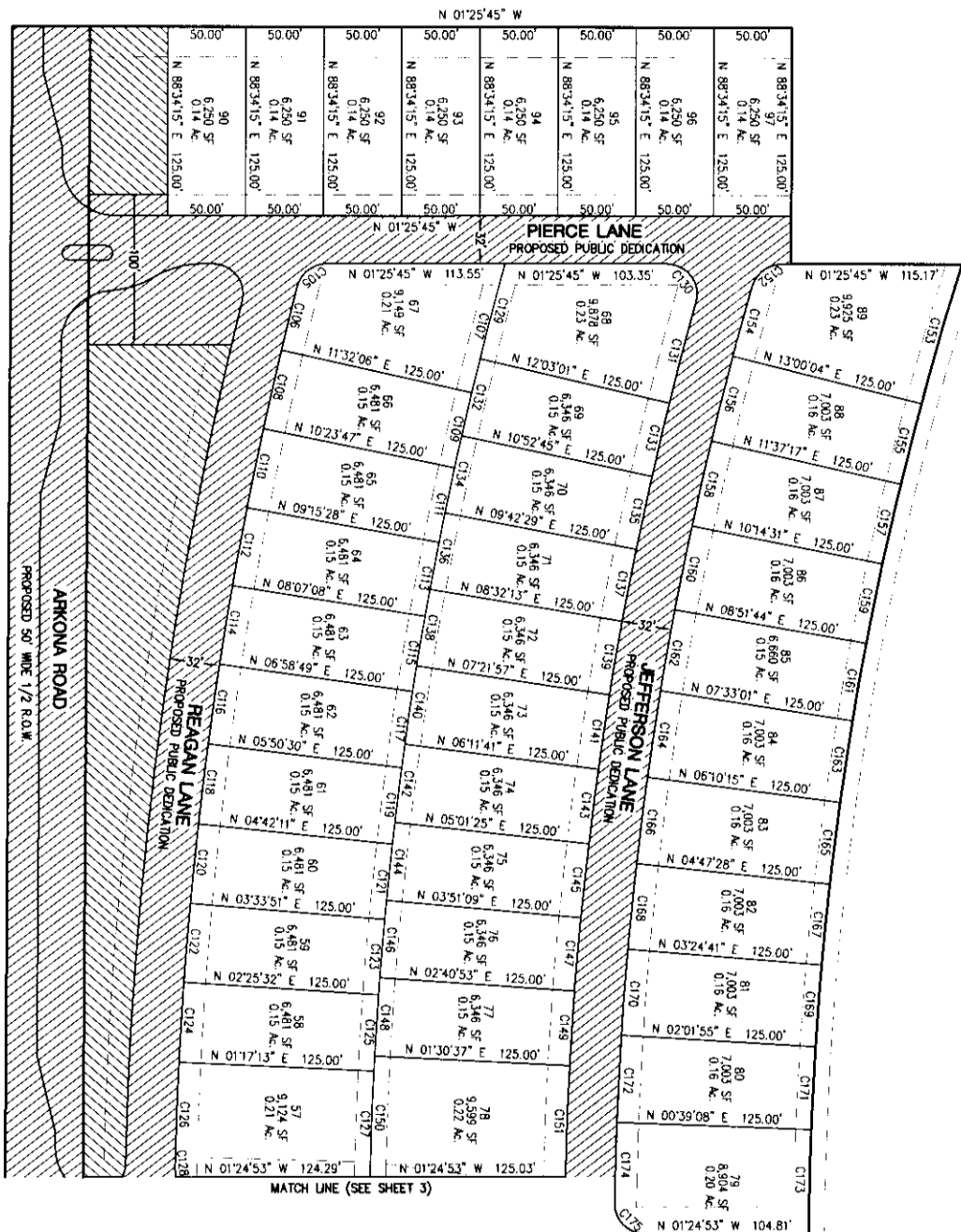
RAYMOND J. MCCOY
REGISTERED LAND SURVEYOR
21270
STATE OF MICHIGAN

MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING, PLANNING
2000 Westland Drive
Westland, MI 48186
PHONE 313.486.8800
FAX 313.486.8801
HTTP://WWW.MICKALICH.COM

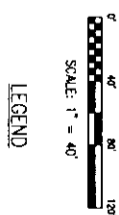
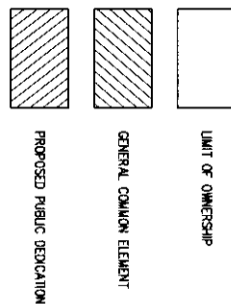
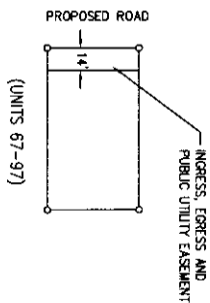
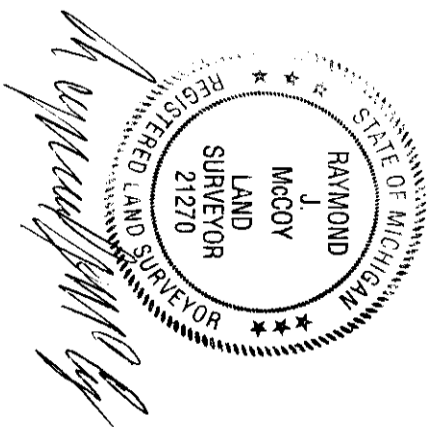
AMENDED DATE: JUNE 16, 2003

© 2003

Sheet No.	3
07012	



- NOTES
1. ALL ROADS AND SITE IMPROVEMENTS "MUST BE BUILT".
 2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNRESERVED UNITS ARE CONVEYABLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE MODIFIED, UNRESERVED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
 3. ALL ROADS ARE PROPOSED PUBLIC.



AMENDED DATE: JUNE 16, 2003

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MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
PLANNING
2500 West Main Street
Suite 100
Ann Arbor, MI 48106
PHONE: 949.865.8800
FAX: 949.865.8870
HTTP://WWW.MICKALICH.COM

Project Title	UPTOWN VILLAGE
Site Title	SITE PLAN
Client	UPTOWN VILLAGE, LTD
Drawn	
Checked	
Approved	
Date	07/02
Job No.	07012
Sheet No.	4



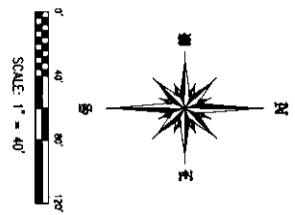
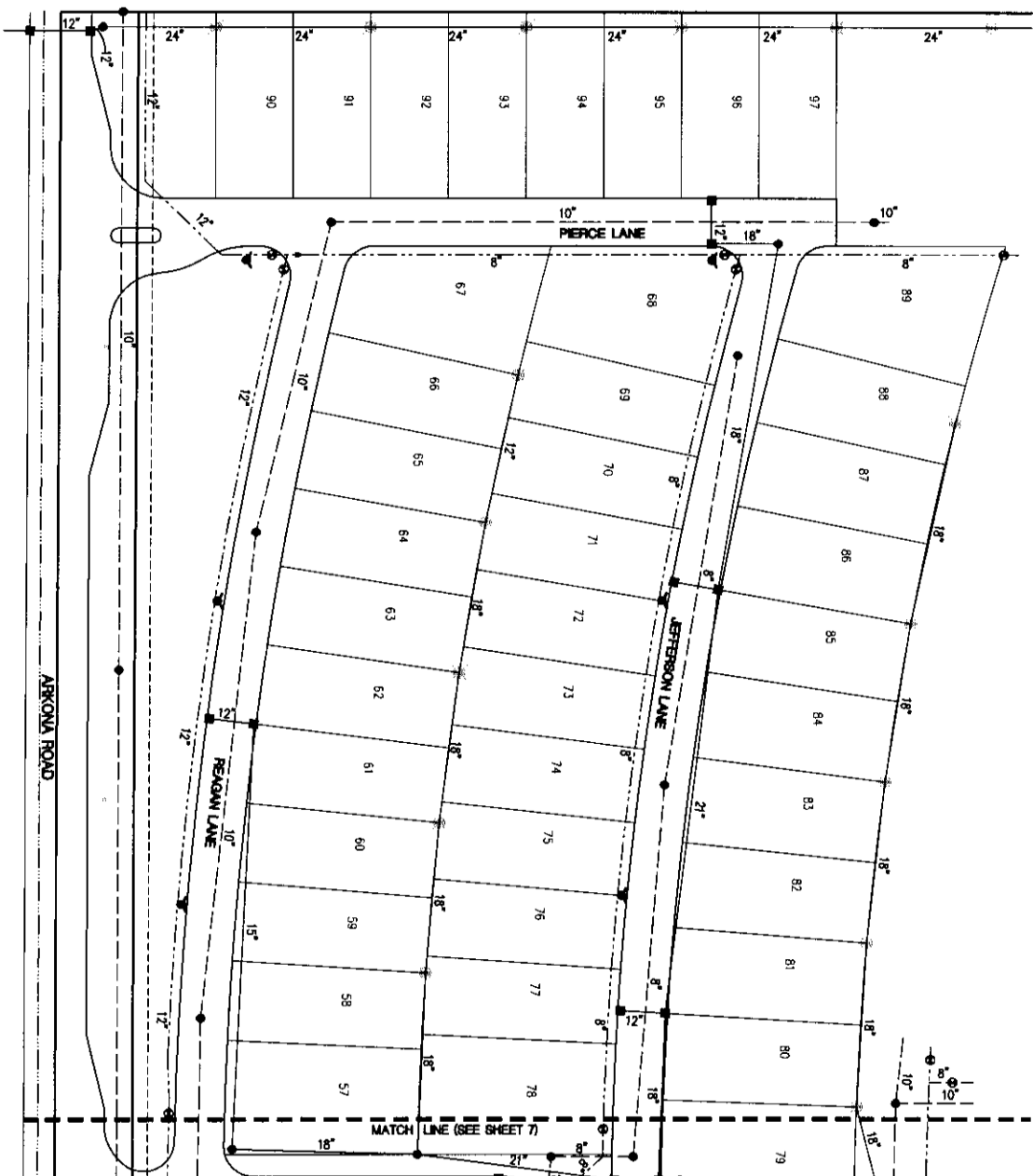
Peggy M Haines, Washtenaw DMAAM 5471864

Page: 10 of 15
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L-4305 P-700

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C1	20.00"	26.04"	S 36.35.41" W	24.63"	76.01.08"
C2	2677.25'	45.04'	S 75.05.10" W	45.04'	00.57.50"
C3	2576.25'	84.20'	S 74.37.54" W	84.20'	01.52.21"
C4	2677.25'	52.56'	S 76.07.50" W	52.56'	01.07.31"
C5	2576.25'	50.59'	S 76.07.50" W	50.59'	01.07.31"
C6	2677.25'	52.56'	S 77.15.21" W	52.56'	01.07.31"
C7	2576.25'	50.59'	S 77.15.21" W	50.59'	01.07.31"
C8	2677.25'	52.56'	S 78.22.51" W	52.56'	01.07.31"
C9	2576.25'	50.59'	S 78.22.51" W	50.59'	01.07.31"
C10	2677.25'	52.56'	S 79.30.22" W	52.56'	01.07.31"
C11	2576.25'	50.59'	S 79.30.22" W	50.59'	01.07.31"
C12	2677.25'	52.56'	S 80.37.53" W	52.56'	01.07.31"
C13	2576.25'	50.59'	S 80.37.53" W	50.59'	01.07.31"
C14	2677.25'	52.56'	S 81.45.24" W	52.56'	01.07.31"
C15	2576.25'	50.59'	S 81.45.24" W	50.59'	01.07.31"
C16	2677.25'	52.56'	S 82.52.54" W	52.56'	01.07.31"
C17	2576.25'	50.59'	S 82.52.54" W	50.59'	01.07.31"
C18	2677.25'	52.56'	S 84.00.25" W	52.56'	01.07.31"
C19	2576.25'	50.59'	S 84.00.25" W	50.59'	01.07.31"
C20	2677.25'	52.56'	S 85.07.56" W	52.56'	01.07.31"
C21	2576.25'	50.59'	S 85.07.56" W	50.59'	01.07.31"
C22	2677.25'	55.05'	S 86.17.02" W	55.05'	01.10.42"
C23	2576.25'	49.96'	S 86.15.01" W	49.96'	01.06.40"
C24	2576.25'	60.24'	S 88.08.09" W	60.24'	01.20.23"
C25	2474.00'	42.31'	S 86.14.32" W	42.31'	00.58.48"
C26	12.00"	18.73"	S 49.31.28" E	16.89"	88.26.49"
C27	12.00"	18.79"	N 40.03.39" E	16.93"	89.43.24"
C28	2474.00'	38.65'	S 84.28.30" W	38.65'	00.53.42"
C29	2576.25'	52.66'	S 84.36.48" W	52.66'	01.10.18"
C30	2474.00'	49.60'	S 83.77.11" W	49.60'	01.08.55"
C31	2576.25'	51.65'	S 83.77.11" W	51.65'	01.08.55"
C32	2474.00'	49.60'	S 82.18.16" W	49.60'	01.08.55"
C33	2576.25'	51.65'	S 82.18.16" W	51.65'	01.08.55"
C34	2474.00'	49.60'	S 81.09.21" W	49.60'	01.08.55"
C35	2576.25'	51.65'	S 81.09.21" W	51.65'	01.08.55"
C36	2474.00'	49.60'	S 80.00.25" W	49.60'	01.08.55"
C37	2576.25'	51.65'	S 80.00.25" W	51.65'	01.08.55"
C38	2474.00'	49.60'	S 78.51.30" W	49.60'	01.08.55"
C39	2576.25'	51.65'	S 78.51.30" W	51.65'	01.08.55"
C40	2474.00'	49.60'	S 77.42.35" W	49.60'	01.08.55"
C41	2576.25'	51.65'	S 77.42.35" W	51.65'	01.08.55"
C42	2474.00'	49.60'	S 76.33.39" W	49.60'	01.08.55"
C43	2576.25'	51.65'	S 76.33.39" W	51.65'	01.08.55"
C44	2474.00'	49.60'	S 75.24.44" W	49.60'	01.08.55"
C45	2576.25'	51.65'	S 75.24.44" W	51.65'	01.08.55"
C46	2474.00'	50.50'	S 74.15.11" W	50.50'	01.10.10"
C47	20.00"	36.62'	S 53.52.23" E	31.72'	104.55.01"
C48	2576.25'	51.37'	S 74.16.00" W	51.37'	01.08.33"
C49	20.00"	26.07'	S 35.55.32" W	24.26'	74.40.51"
C50	2450.00'	37.77'	S 73.42.28" W	37.77'	00.53.00"
C51	2349.00'	79.25'	S 73.01.58" W	79.25'	01.55.59"
C52	2450.00'	52.70'	S 74.45.96" W	52.70'	01.13.57"
C53	2349.00'	50.53'	S 74.45.96" W	50.53'	01.13.57"
C54	2450.00'	50.53'	S 75.59.53" W	52.70'	01.13.57"
C55	2349.00'	50.53'	S 75.59.53" W	50.53'	01.13.57"
C56	2450.00'	52.70'	S 77.13.50" W	52.70'	01.13.57"
C57	2349.00'	50.53'	S 77.13.50" W	50.53'	01.13.57"
C58	2450.00'	52.70'	S 78.27.46" W	52.70'	01.13.57"
C59	2349.00'	50.53'	S 78.27.46" W	50.53'	01.13.57"
C60	2450.00'	52.70'	S 79.41.43" W	52.70'	01.13.57"
C61	2349.00'	50.53'	S 79.41.43" W	50.53'	01.13.57"
C62	2450.00'	52.70'	S 80.55.40" W	52.70'	01.13.57"
C63	2349.00'	50.53'	S 80.55.40" W	50.53'	01.13.57"
C64	2450.00'	52.70'	S 82.09.37" W	52.70'	01.13.57"
C65	2349.00'	50.53'	S 82.09.37" W	50.53'	01.13.57"
C66	2450.00'	56.83'	S 83.26.28" W	56.83'	01.19.45"
C67	2349.00'	54.49'	S 83.26.28" W	54.49'	01.19.45"
C68	2450.00'	56.83'	S 84.46.13" W	56.83'	01.19.45"
C69	2349.00'	54.49'	S 84.46.13" W	54.49'	01.19.45"
C70	2450.00'	56.83'	S 86.05.57" W	56.83'	01.19.45"
C71	2349.00'	54.49'	S 86.05.57" W	54.49'	01.19.45"
C72	2450.00'	45.62'	S 87.17.50" W	45.62'	01.04.01"
C73	2349.00'	62.68'	S 87.31.42" W	62.67'	01.31.43"
C74	20.00"	31.68'	N 46.47.31" W	28.47'	90.45.16"
C75	22.48.00"	39.65'	S 87.16.18" W	39.65'	01.00.38"
C76	2349.00'	62.57'	S 87.31.46" W	62.57'	01.31.35"
C77	22.48.00"	54.52'	S 86.04.16" W	54.51'	01.23.22"
C78	2349.00'	56.97'	S 86.04.16" W	56.96'	01.23.22"
C80	22.48.00"	54.52'	S 84.40.56" W	54.51'	01.23.22"

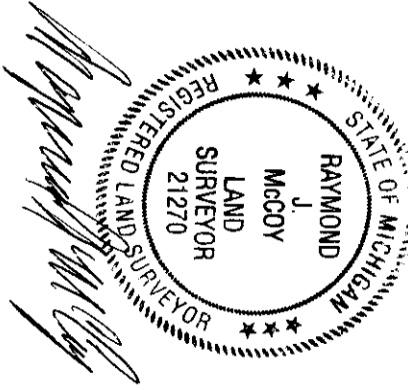
CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C81	2349.00'	56.97'	S 84.40.56" W	56.96'	01.23.22"
C82	22.48.00'	50.55'	S 83.20.55" W	50.55'	01.17.18"
C83	2349.00'	52.82'	S 83.20.55" W	52.82'	01.17.18"
C84	22.48.00'	50.55'	S 82.03.17" W	50.55'	01.17.18"
C85	2349.00'	52.82'	S 82.03.17" W	52.82'	01.17.18"
C86	22.48.00'	50.55'	S 80.45.59" W	50.55'	01.17.18"
C87	2349.00'	52.82'	S 80.45.59" W	52.82'	01.17.18"
C88	22.48.00'	50.55'	S 79.28.40" W	50.55'	01.17.18"
C89	2349.00'	52.82'	S 79.28.40" W	52.82'	01.17.18"
C90	22.48.00'	50.55'	S 78.11.22" W	50.55'	01.17.18"
C91	2349.00'	52.82'	S 78.11.22" W	52.82'	01.17.18"
C92	22.48.00'	50.55'	S 76.54.04" W	50.55'	01.17.18"
C93	2349.00'	52.82'	S 76.54.04" W	52.82'	01.17.18"
C94	22.48.00'	50.55'	S 75.36.45" W	50.55'	01.17.18"
C95	2349.00'	52.82'	S 75.36.45" W	52.82'	01.17.18"
C96	22.48.00'	54.52'	S 74.16.25" W	54.51'	01.23.22"
C97	2349.00'	56.97'	S 74.16.25" W	56.96'	01.23.22"
C98	22.48.00'	56.38'	S 72.51.37" W	56.38'	01.26.13"
C99	20.00"	37.16'	S 54.38.11" E	32.04'	106.26.36"
C100	2349.00'	55.86'	S 72.53.51" W	55.86'	01.21.45"
C101	12.00"	18.85"	N 43.35.07" E	16.97'	90.00.00"
C102	12.00"	18.85"	N 46.24.53" W	16.97'	90.00.00"
C103	12.00"	18.85"	N 43.35.07" E	16.97'	90.00.00"
C104	12.00"	18.85"	N 46.24.53" W	16.97'	90.00.00"
C105	20.00'	26.57'	N 39.28.53" W	24.66'	76.06.17"
C106	2671.25'	43.42'	N 77.58.58" W	43.42'	00.55.53"
C107	2546.25'	88.07'	N 77.28.27" W	88.07'	01.58.55"
C108	2671.25'	53.09'	N 79.02.04" W	53.09'	01.08.19"
C109	2546.25'	53.09'	N 79.02.04" W	53.09'	01.08.19"
C110	2671.25'	53.09'	N 80.10.23" W	53.09'	01.08.19"
C111	2546.25'	50.60'	N 80.10.23" W	50.60'	01.08.19"
C112	2671.25'	53.09'	N 81.18.42" W	53.09'	01.08.19"
C113	2546.25'	50.60'	N 81.18.42" W	50.60'	01.08.19"
C114	2671.25'	53.09'	N 82.27.01" W	53.09'	01.08.19"
C115	2546.25'	50.60'	N 82.27.01" W	50.60'	01.08.19"
C116	2671.25'	53.09'	N 83.35.21" W	53.09'	01.08.19"
C117	2546.25'	50.60'	N 83.35.21" W	50.60'	01.08.19"
C118	2671.25'	53.09'	N 84.43.40" W	53.09'	01.08.19"
C119	2546.25'	50.60'	N 84.43.40" W	50.60'	01.08.19"
C120	2671.25'	53.09'	N 85.51.59" W	53.09'	01.08.19"
C121	2546.25'	50.60'	N 85.51.59" W	50.60'	01.08.19"
C122	2671.25'	53.09'	N 87.00.18" W	53.09'	01.08.19"
C123	2546.25'	50.60'	N 87.00.18" W	50.60'	01.08.19"
C124	2671.25'	53.09'	N 88.08.38" W	53.09'	01.08.19"
C125	2546.25'	50.60'	N 88.08.38" W	50.60'	01.08.19"
C126	2671.25'	70.54'	N 89.28.10" W	70.53'	01.30.47"
C127	2546.25'	70.06'	N 89.30.05" W	70.06'	01.34.35"
C128	20.00'	5.47'	S 81.56.27" W	5.45'	15.39.58"
C129	2546.25'	65.17'	N 77.12.56" W	65.17'	01.28.00"
C130	20.00'	36.62'	N 51.07.48" E	31.76'	105.07.05"
C131	2421.25'	69.25'	N 77.07.49" W	68.24'	01.38.19"
C132	2546.25'	52.04'	N 78.32.07" W	52.04'	01.10.16"
C133	2421.25'	49.49'	N 78.32.07" W	49.49'	01.10.16"
C134	2546.25'	52.04'	N 79.42.23" W	52.04'	01.10.16"
C135	2421.25'	49.49'	N 79.42.23" W	49.49'	01.10.16"
C136	2546.25'	52.04'	N 80.52.39" E	52.04'	01.10.16"
C137	2421.25'	49.49'	N 80.52.39" E	49.49'	01.10.16"
C138	2546.25'	52.04'	S 82.02.55" E	52.04'	01.10.16"
C139	2421.25'	49.49'	N 82.02.55" E	49.49'	01.10.16"
C140	2546.25'	52.04'	S 83.13.11" E	52.04'	01.10.16"
C141	2421.25'	49.49'	N 83.13.11" W	49.49'	01.10.16"
C142	2546.25'	52.04'	S 84.23.27" E	52.04'	01.10.16"
C143	2421.25'	49.49'	N 84.23.27" W	49.49'	01.10.16"
C144	2546.25'	52.04'	S 85.33.43" E	52.04'	01.10.16"
C145	2421.25'	49.49'	N 85.33.43" E	49.49'	01.10.16"
C146	2546.25'	52.04'	S 86.43.59" E	52.04'	01.10.16"
C147	2421.25'	49.49'	N 86.43.59" E	49.49'	01.10.16"
C148	2546.25'	52.04'	S 87.54.15" E	52.04'	01.10.16"
C149	2421.25'	49.49'	N 87.54.15" W	49.49'	01.10.16"
C150	2546.25'	79.98'	S 89.23.23" E	79.98'	01.41.59"
C151	2421.25'	73.60'	N 89.21.38" W	73.60'	01.44.30"
C152	20.00'	25.97'	N 38.38.05" W	24.19'	74.24.40"
C153	2264.25'	96.01'	S 75.47.03" E	96.00'	02.25.46"
C154	2389.25'	48.32'	N 76.25.10" W	48.32'	01.09.31"
C155	2264.25'	54.52'	S 77.41.19" E	54.52'	01.22.47"
C156	2389.25'	57.53'	N 77.41.19" W	57.53'	01.22.47"
C157	2264.25'	54.52'	S 79.04.06" E	54.52'	01.22.47"
C158	2389.25'	57.53'	N 79.04.06" W	57.53'	01.22.47"
C159	2264.25'	54.52'	S 80.26.53" E	54.52'	01.22.47"
C160	2389.25'	57.53'	N 80.26.53" W	57.53'	01.22.47"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C161	2264.25	51.85'	S 81°47'37" E	51.85	01°18.43"
C162	2389.25	54.71'	N 81°47'37" W	54.71	01°18.43"
C163	2264.25	54.52'	S 83°08'22" E	54.52	01°22.47"
C164	2389.25	57.53'	N 83°08'22" W	57.53	01°22.47"
C165	2264.25	54.52'	S 84°31'09" E	54.52	01°22.47"
C166	2389.25	57.53'	N 84°31'09" W	57.53	01°22.47"
C167	2264.25	54.52'	S 85°53'55" E	54.52	01°22.47"
C168	2389.25	57.53'	N 85°53'55" W	57.53	01°22.47"
C169	2264.25	54.52'	S 87°16'42" E	54.52	01°22.47"
C170	2389.25	57.53'	N 87°16'42" W	57.53	01°22.47"
C171	2264.25	54.52'	S 88°39'28" E	54.52	01°22.47"
C172	2389.25	57.53'	N 88°39'28" W	57.53	01°22.47"
C173	2264.25	69.69'	S 89°46'14" W	69.68	01°45.48"
C174	2389.25	53.93'	N 89°46'30" W	53.92	01°17.35"
C175	20.00'	31.68'	S 43°58'29" W	28.47'	90°46'26"



- LEGEND:
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/INLET
 - PR. HYDRANT
 - PR. GATE VALVE

- NOTES:
- ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 - EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF WILAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
 - SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
 - SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 - GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



ARMONED DATE: JUNE 16, 2003

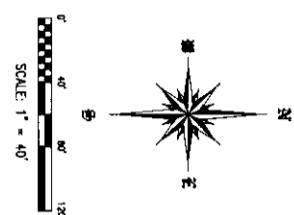
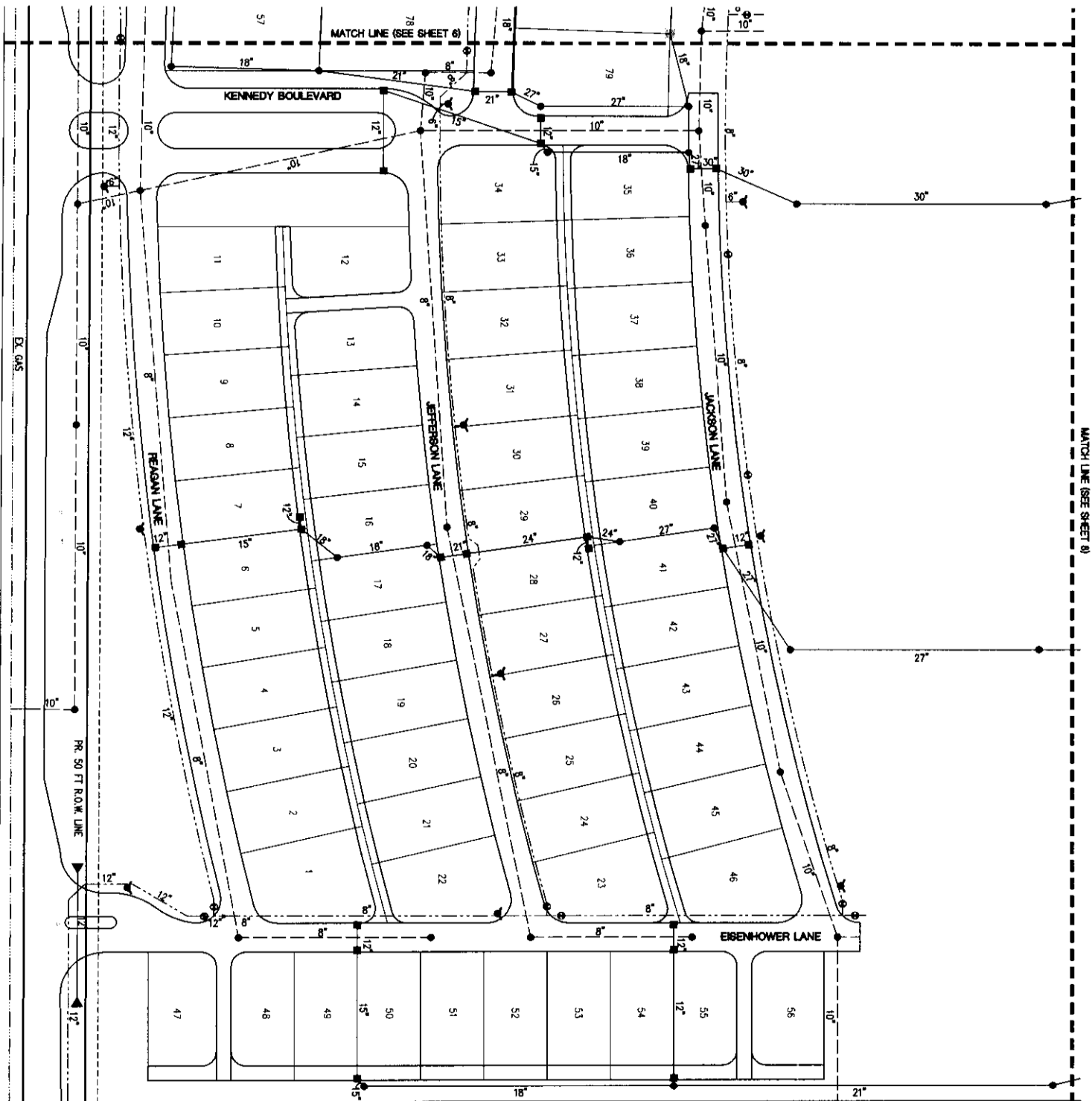
W
MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
LAND SURVEYING, PLANNING
AND CONSTRUCTION
2000 W. WILSON AVENUE
ANN ARBOR, MI 48106-1500
PHONE: (313) 883-3800
FAX: (313) 883-3870
HTTP://WWW.MICKALICH.COM

Project Title	UPTOWN VILLAGE
Client	UPTOWN VILLAGE, LTD
Drawn	_____
Checked	_____
Approved	_____
Date	_____
Job No.	07012
Sheet No.	6



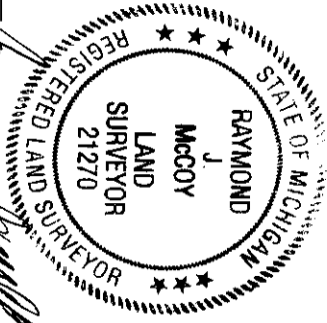
Peggy M Haines, Washtenaw DMAAM 5471854

Page: 12 of 15
08/29/2003 02:44P
L-4305 P-700



- LEGEND:
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/INLET
 - PR. HOB/ANT
 - PR. GATE VALVE

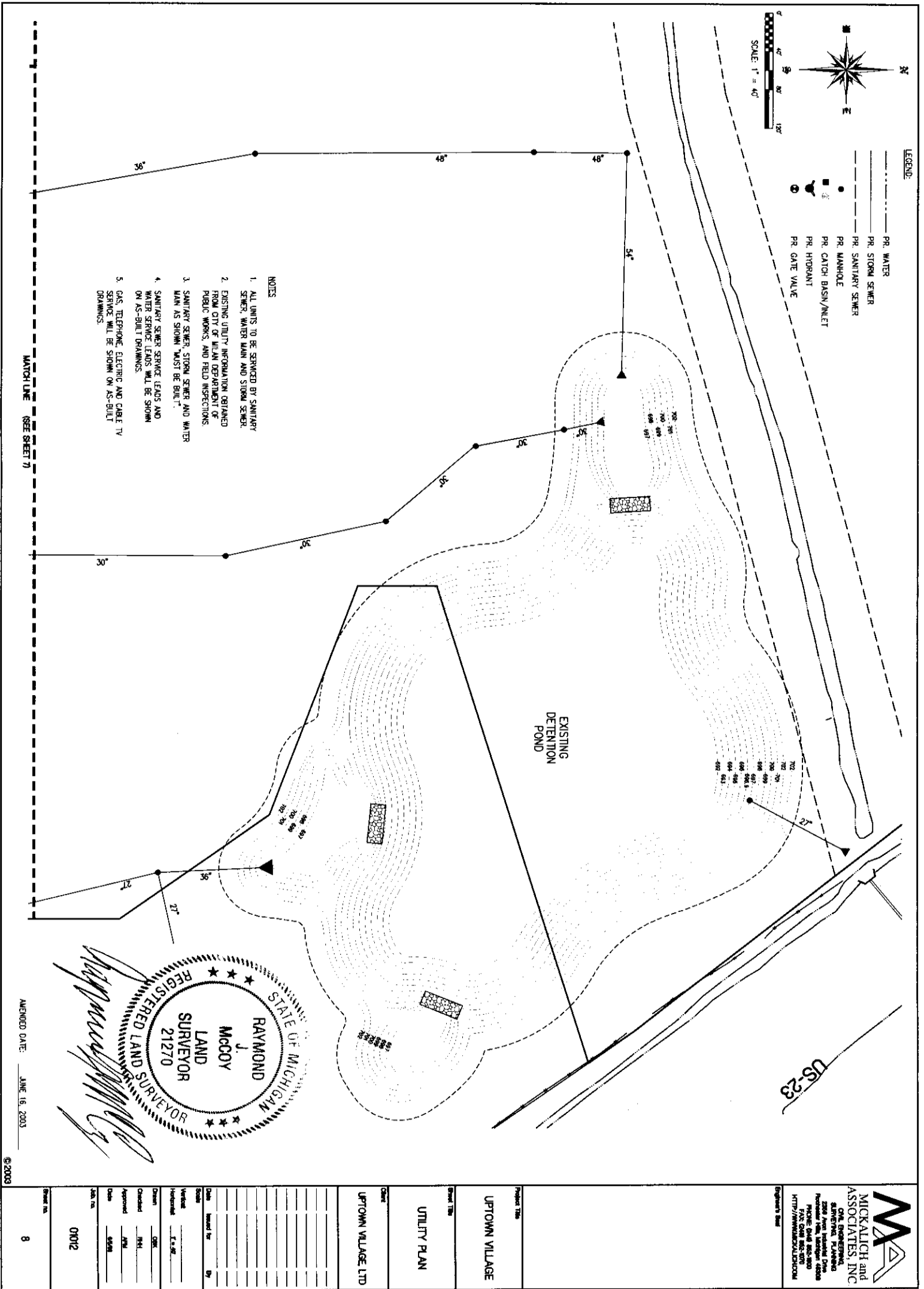
- NOTES:
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MICHIGAN DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
 3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
 4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.

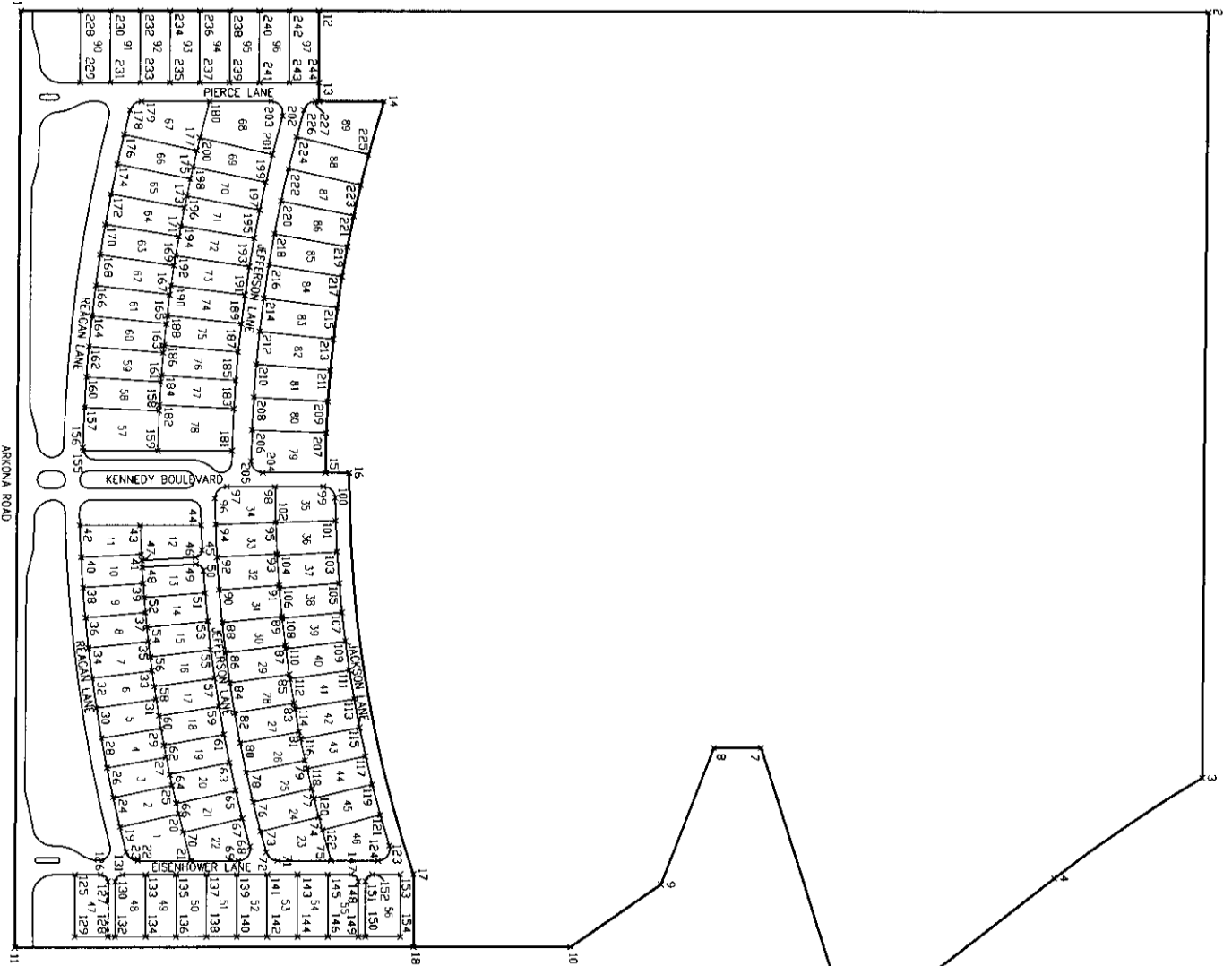


APPROVED DATE: JUNE 16, 2003

MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
20000 W. LEBANON RD.
PO BOX 150
LEBANON, OH 44033
PHONE: (440) 465-3300
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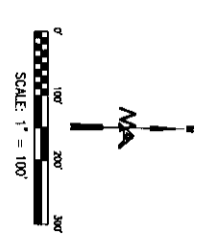
Project Title	UPTOWN VILLAGE
Client	UPTOWN VILLAGE, LTD
Drawn	
Checked	
Approved	
Date	
Job No.	07012
Sheet No.	7





RAYMOND J. MCCOY
REGISTERED LAND SURVEYOR
21270

[Signature]



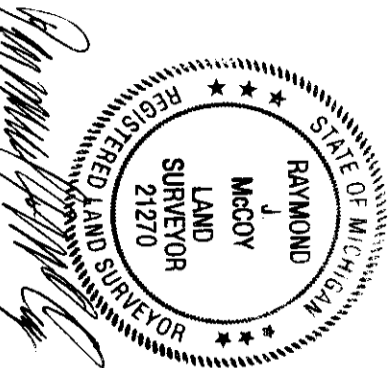
MA
MICKALICH and ASSOCIATES, INC.
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SURVEYING PLANNING
2000 WEST TOWN SQUARE
ANN ARBOR MI 48106-1500
PHONE (313) 963-3000
FAX (313) 963-3070
HTTP://WWW.MICKALICH.COM

Project Title	UPTOWN VILLAGE
Sheet Title	COORDINATE PLAN
Client	UPTOWN VILLAGE, LTD
Drawn	JPH
Checked	THM
Approved	APB
Date	8/29/03
Sheet No.	9

POINT	NORTHING	EASTING
1	6455.44	709.78
2	8444.64	659.75
3	8469.73	1980.93
4	8227.24	271.94
5	7936.99	2415.73
6	7883.28	2450.14
7	7729.25	1957.57
8	7650.02	1959.53
9	7567.36	2199.14
10	7419.56	2310.33
11	6468.36	2333.32
12	6955.29	699.91
13	6959.20	853.86
14	7068.59	851.13
15	6987.39	1497.48
16	7027.63	1496.48
17	7153.74	2191.60
18	7156.34	2316.83
19	6666.45	2120.83
20	6756.26	2095.66
21	6776.59	2176.85
22	6669.82	2179.04
23	6670.04	2164.35
24	6645.85	2089.79
25	6744.14	2046.54
26	6634.25	2016.51
27	6732.98	1997.20
28	6623.66	1967.01
29	6722.79	1947.64
30	6614.09	1915.31
31	6713.57	1897.89
32	6605.53	1863.44
33	6705.34	1847.96
34	6597.99	1811.41
35	6688.08	1797.91
36	6591.47	1759.24
37	6691.81	1747.70
38	6585.98	1706.95
39	6586.53	1697.39
40	6581.52	1654.56
41	6582.74	1646.98
42	6577.95	1599.62
43	6678.97	1597.13
44	6781.24	1594.60
45	6784.01	1636.83
46	6771.05	1646.67
47	6681.03	1657.23
48	6684.01	1669.19
49	6773.97	1661.64
50	6786.93	1672.53
51	6780.65	1711.00
52	6688.95	1721.64
53	6786.30	1760.28
54	6694.84	1772.95
55	6692.94	1806.43
56	6701.76	1824.14
57	6810.57	1858.44
58	6709.70	1875.17
59	6818.18	1907.29
60	6718.66	1926.04
61	6828.76	1955.95
62	6728.64	1976.71
63	6839.32	2004.41
64	6739.64	2027.18
65	6850.05	2052.65
66	6751.64	2077.41
67	6863.34	2100.65
68	6877.04	2149.26
69	6858.34	2174.86
70	6764.65	2197.40
71	6924.62	2173.24
72	6904.97	2158.00
73	6894.37	2122.75
74	6991.53	2095.16
75	7014.46	2171.02
76	6980.53	2071.90
77	6978.26	2046.41
78	6967.78	2020.77
79	6966.03	1997.37
80	6856.13	1969.37
81	6974.86	1948.11

POINT	NORTHING	EASTING
82	6845.59	1917.74
83	6944.76	1898.60
84	6836.16	1865.89
85	6935.72	1848.89
86	6827.85	1811.89
87	6827.75	1799.00
88	6820.66	1781.64
89	6820.96	1748.94
90	6814.17	1705.18
91	6814.14	1694.81
92	6808.99	1648.59
93	6808.67	1640.55
94	6805.12	1591.88
95	6805.96	1596.18
96	6802.97	1545.56
97	6827.47	1525.56
98	6803.26	1523.57
99	6884.43	1521.56
100	7004.81	1540.76
101	7006.80	1580.38
102	6905.96	1586.08
103	7010.53	1634.77
104	6909.96	1642.91
105	7015.58	1688.05
106	6915.14	1699.63
107	7021.44	1739.26
108	6921.26	1752.10
109	7028.43	1789.33
110	6928.56	1804.41
111	7036.54	1839.22
112	6837.04	1856.55
113	7045.77	1886.92
114	6946.69	1906.46
115	7056.12	1938.40
116	6957.50	1960.18
117	7067.58	1987.64
118	6969.47	2011.63
119	7080.14	2036.60
120	6982.59	2067.80
121	7094.81	2099.08
122	6998.03	2117.63
123	7111.53	2142.95
124	7092.99	2169.06
125	6955.84	2203.61
126	6826.96	2204.55
127	6641.16	2216.25
128	6643.50	2311.72
129	6586.50	2317.56
130	6653.15	2215.85
131	6664.85	2203.86
132	6655.50	2310.92
133	6703.84	2202.70
134	6706.48	2308.67
135	6754.83	2201.44
136	6757.47	2308.41
137	6805.81	2208.18
138	6808.45	2307.15
139	6856.80	2198.92
140	6859.44	2305.89
141	6907.78	2197.66
142	6910.42	2304.63
143	6958.78	2196.40
144	6961.41	2303.37
145	7009.75	2195.14
146	7012.39	2302.11
147	7048.74	2194.18
148	7061.03	2205.86
149	7063.37	2300.85
150	7073.03	2300.56
151	7073.03	2300.56
152	7084.73	2193.29
153	7131.22	2193.14
154	7133.86	2298.11
155	6580.75	1469.51
156	6579.89	1464.12
157	6580.84	1393.59
158	6705.61	1396.39
159	6705.00	1466.45
160	6582.36	1340.53
161	6707.25	1345.82
162	6580.13	1287.51

POINT	NORTHING	EASTING
163	6706.99	1295.28
164	6588.96	1231.50
165	6713.94	1244.81
166	6593.84	1181.20
167	6718.19	1158.42
168	6598.77	1128.65
169	6723.94	1144.14
170	6606.74	1076.37
171	6730.49	1093.87
172	6614.49	1023.84
173	6738.13	1043.66
174	6623.82	971.53
175	6746.77	904.09
176	6633.92	919.42
177	6758.40	944.41
178	6642.95	876.95
179	6661.08	861.27
180	6775.50	859.44
181	6820.98	1463.76
182	6705.85	1386.47
183	6830.81	1388.76
184	6707.76	1331.46
185	6832.62	1340.39
186	6710.72	1282.50
187	6835.44	1260.90
188	6714.75	1230.61
189	6839.27	1241.56
190	6719.64	1178.82
191	6844.11	1192.31
192	6725.98	1127.14
193	6846.95	1143.16
194	6733.18	1075.59
195	6886.79	1064.15
196	6741.43	1024.71
197	6864.64	1045.29
198	6750.73	971.00
199	6873.48	996.59
200	6761.08	922.00
201	6883.32	948.09
202	6898.74	880.59
203	6878.81	855.86
204	6882.61	1500.07
205	6882.12	1480.30
206	6882.12	1426.38
207	6897.11	1407.80
208	6884.47	1368.96
209	6898.39	1373.30
210	6866.20	1317.40
211	6890.98	1318.84
212	6870.32	1254.02
213	6894.88	1264.46
214	6875.81	1196.75
215	7000.09	1210.19
216	6882.68	1139.64
217	7006.60	1156.06
218	6880.49	1095.49
219	7014.00	1104.75
220	6906.04	1028.76
221	7023.05	1050.98
222	6910.95	972.28
223	7033.39	997.46
224	6923.21	916.07
225	7045.01	944.19
226	6934.56	869.10
227	6953.45	854.00
228	6955.41	796.88
229	6958.53	831.84
230	6905.40	705.63
231	6908.51	830.60
232	6655.38	704.39
233	6658.50	829.35
234	6705.37	703.14
235	6708.48	828.10
236	6755.35	701.89
237	6758.47	826.86
238	6805.33	700.65
239	6808.45	825.61
240	6865.32	699.40
241	6858.44	824.36
242	6905.30	698.15
243	6908.42	823.11
244	6958.41	821.87



AMENDED DATE: JUNE 16, 2003

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MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING PLANNING
DESIGN
200 West Oakland Drive
Ann Arbor, MI 48106-1500
PHONE 941 882-8000 FAX 941 882-0000
HTTP://WWW.MICKALICH.COM

Project Title
UPTOWN VILLAGE

Sheet Title
COORDINATE DATA

Client
UPTOWN VILLAGE, LTD

Date Issued for By
Drawn
Checked
Approved
Date
Scale
Notes
Remarks
Other

Drawn
Checked
Approved
Date
Scale
Notes
Remarks
Other

07012

Sheet No.
10



OFFICIAL SEAL

06/23/05

L-4487 P-312

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 4



ACS-5653603-ADM-2005-4

Lawrence Kestenbaum, Washtenaw

10:16 A
06/23/05

L-4487 P-312

FOURTH AMENDMENT TO MASTER DEED

UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, as amended by Second Amendment to the Master Deed, recorded in Liber 4305, Page 700, as amended by Third Amendment to Master Deed recorded in Liber 4471, Page 546, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed of the Condominium pursuant to the authority reserved in Article XIII of the Master Deed and Article XVII of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed) for the purposes of modifying the restrictions on motorcycles in the Condominium and clarifying the restrictions on mailboxes in the Condominium, respectively.

Said Master Deed is amended in the following manner:

1. First Amended Article VI, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VI, Section 4 of the Bylaws as originally recorded, and the originally recorded Article VI, Section 4 shall be of no further force or effect.

9

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**FIRST AMENDED ARTICLE VI, SECTION 4
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE VI

RESTRICTIONS

* * *
* * *
* * *

Section 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. The Co-owners of the Condominium shall be permitted to own and operate motorcycles, subject to such rules for motorcycle usage as may be adopted by the Board of Directors of the Association. Motorcycle usage shall also be subject to the following:

- (a) The motorcycle or motorcycles shall not be used as the principal means of transportation by the Co-owner.
- (b) Only motorcycles owned by the Co-owners shall be permitted on the Condominium Premises. Guests or invitees of the Co-owner shall not be permitted to operate motorcycles on the Condominium Premises.
- (c) Motorcycle usage shall be limited to ingress and egress from the Co-owner's Condominium Unit to Arkona Road, only.
- (d) The hours of motorcycle usage shall be limited to dawn to dusk.
- (e) Revving of motorcycles and/or excessive noise from motorcycles shall not be permitted.
- (f) All such motorcycles permitted hereunder must be capable of being legally operated on the highways and public roads in the State of Michigan.

No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Garage doors shall be kept closed when not in use. Co-owners shall, if the Association shall require, register with the Association all cars and/or motorcycles maintained on the Condominium Premises. Parking in rear private lanes is prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part

of the Association to the owners or users of any such improperly parked vehicles.

2. First Amended Article VII, Section 11 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 11 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 11 shall be of no further force or effect.

**FIRST AMENDED ARTICLE VII, SECTION 11
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE VII

BUILDING AND USE RESTRICTIONS

* * *
* * *
* * *

Section 11. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall initially be provided by the Developer. No other mailboxes shall be permitted, except upon the prior approval of the Architectural Control Committee.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redeclared.

Uptown Village, Ltd., a Michigan
corporation

By: 

Phillip W. McCafferty

Its: President



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Lawrence Kestenbaum, Washtenaw

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06/23/05

L-4487 P-312

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On the 21st day of June, 2005, the foregoing Fourth Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007

Christine E. Phelps
Notary Public
State of Michigan, County of Livingston
My Commission Expires: 12/1/07
Acting in the County of Oakland

FOURTH AMENDMENT TO MASTER DEED DRAFTED
BY AND WHEN RECORDED RETURN TO:
Uptown Village, Ltd.
P.O. Box 308
New Hudson, MI 48165 ✓
(248) 684-1234



OFFICIAL SEAL

08/04/05

L-4497 P-371

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

Page: 1 of 17

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Lawrence Kestenbaum, Washtenaw10:10 A
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L-4497 P-371

FIFTH AMENDMENT TO MASTER DEED

UPTOWN VILLAGE

Uptown Village, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Uptown Village, a condominium project pursuant to the Master Deed thereof, recorded in Liber 4177, Page 302, as amended by First Amendment to Master Deed, recorded in Liber 4276, Page 254, as amended by Second Amendment to the Master Deed, recorded in Liber 4305, Page 700, as amended by Third Amendment to Master Deed recorded in Liber 4471, Page 546, as amended by Fourth Amendment to Master Deed recorded in Liber 4487, Page 312, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 403, hereby amends the Master Deed and Bylaws (Exhibit "A" to the Master Deed) of the Condominium, pursuant to the authority reserved in Article VIII and Article XIII of the Master Deed and Article XVII of the Bylaws for the purposes of expanding the size of the Condominium to include Units 119 - 149 within the Condominium by the addition of the land described in Section 1 below and to modify certain building and use restrictions in the Condominium.

Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium by this Amendment is more particularly described as follows:
Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Commencing at the South 1/4 corner of said section 26; thence N.88°50'20"E;
1,624.28 feet along the South line of said section 26; thence N.01°24'53"W.,
668.18 feet to the point of beginning;
thence S.88°35'07"W., 125.27 feet; thence 256.15 feet along the arc of a curve to
the right, radius 2,224.00 feet, central angle
06°35'56", chord bearing S.73°55'08"W., chord 256.00;
thence N.01°24'53"W., 431.96 feet;
thence 6.81 feet along the arc of a curve to the left, radius 243.00 feet, central
angle 01°36'22", chord bearing of S.85°44'19"W., 6.81 feet;
thence S.84°56'08"W., 323.18 feet;

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Lawrence Kestenbaum, Washtenaw

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thence 27.64 feet along the arc of a curve to the right, radius 20.00 feet, central angle 79°11'43", chord bearing of N.55°28'00"W., 25.50 feet;
thence 123.72 feet along the arc of a curve to the left, radius 93.84 feet, central angle 75°32'45", chord bearing of N.53°38'31"W., 114.95 feet;
thence S.88°35'07"W., 17.50 feet;
thence N.01°24'53"W., 394.12 feet;
thence N.73°02'12"E., 309.41 feet;
thence N.74°22'37"E., 469.53 feet;
thence S.40°13'20"E., 313.07 feet;
thence S.36°58'25"E., 57.21 feet;
thence S.71°34'54"W., 519.16 feet;
thence S.01°24'53"E., 79.26 feet;
thence S.70°58'00"E., 253.47 feet;
thence S.36°57'23"E., 184.93 feet;
thence S.01°24'53"E., 263.31 feet to the point of beginning.

Tax Parcel ID No: 19-19-26-400-004

2. Third Amended Article II of said Master Deed of Uptown Village as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article II of the Master Deed as originally recorded and amended and the originally recorded and amended Article II shall be of no further force or effect.

THIRD AMENDED ARTICLE II OF THE MASTER DEED OF UPTOWN VILLAGE

ARTICLE II

LEGAL DESCRIPTION

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

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at the South 1/4 corner of said section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N..88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet;
thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet;
thence N. 01°24'53"W., 121.65 feet;
thence N.88°35'07"E., 32.00 feet;

-2-

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thence N.01°24'53"W., 360.60 feet; thence 97.80 feet along the arc of a curve to the right, radius 61.84 feet, central angle 90°36'30", chord bearing N.43°16'52"E., 87.92 feet; thence N.88°35'07"E., 13.16 feet;
 thence N.01°24'53"W., 426.12 feet;
 thence N.73°02'12"E., 309.41 feet;
 thence N.74°22'37"E., 469.53 feet;
 to the Westerly right-of-way line of US-23 Highway; thence along said right of way the following two courses
 1. S.40°13'20"E., 313.07 feet;
 2. S.36°58'25"E., 57.21 feet;
 thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet;
 thence S.70°58'00"E., 253.47 feet; thence S.36°57'23"E., 184.93 feet;
 thence S.01°24'53"E., 931.51 feet to the South line of Section 26; thence along the South line of Section 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 40.04 acres and subject to the right of the public on Arkona Road, and to all easements and restrictions of record and all governmental limitations.

Tax Parcel ID No.: 19-19-26-400-006

-
3. Second Amended Article VII, Section 4 of the Bylaws of Uptown Village (Exhibit "A" to the Master Deed) as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede Article VII, Section 4 of the Bylaws as originally recorded and amended, and the originally recorded and amended Article VII, Section 4 shall be of no further force or effect.

**SECOND AMENDED ARTICLE VII, SECTION 4
OF THE BYLAWS OF UPTOWN VILLAGE**

ARTICLE VII

BUILDING AND USE RESTRICTIONS

* * *

* * *

* * *

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the Developer's

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Lawrence Keetenbaum, Wahtenaw

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landscaping plan and with the provisions of this Section. Landscaping installed by the Co-owner for the Craftsman product line shall specifically include Two (2) – 2½” caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front/side of the garage, Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front of the house/porch, Two (2) – 6’-8’ tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the garage (opposite of the porch, per drawing), and Five (5) – 36” tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 4’-6’ Evergreen trees (not Arbs or ornamental) at the rear lot line, per drawing submitted to Co-owner titled “Craftsman Product – Minimum Landscape Requirement” dated 6/15/05. Landscaping installed by the Co-owner for the Americana product line shall specifically include Two (2) – 2½” caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front of the house, Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front of the porch, Two (2) – 6’-8’ tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the home (opposite the deciduous trees, per drawing submitted to Co-owner titled “Americana Product – Minimum Landscape Requirement” dated 6/15/05), and Five (5) – 36” tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 2’- 4’ tall Evergreen trees (not Arbs or ornamental) at the rear curb. Landscaping installed by the Co-owner for the Hometown product line shall specifically include Two (2) – 2½” caliper deciduous trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be Birch, Linden, Hard Maple, Oak, Thornless/Seedless Locust or similar deciduous tree as approved by the Developer. In addition, the Co-owner shall install Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front of the garage, Six (6) – 36” tall (5-gallon) evergreen shrubs to be planted in front of the house/porch, Two (2) – 6’- 8’ tall Evergreen trees (not Arbs or ornamental) to be installed at the front corner of the garage (opposite of the porch, per drawing submitted to Co-owner titled “Hometown Product – Minimum Landscape Requirement” dated 6/15/05), One (1) – 2” caliper ornamental deciduous tree to be installed in a landscape bed, and Five (5) – 36” tall (5-gallon) evergreen shrubs to be planted around the A/C condenser as a concealer. The Co-owner shall install in their rear yard Three (3) – 2’- 4’ tall Evergreen trees (not Arbs or ornamental) at the rear curb. The Co-owner shall also be responsible to install and maintain such additional landscaping as shall be provided in the Developer’s landscaping plan. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of


the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

4. Sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 of Replat No. 4 of the Condominium Subdivision Plan of Uptown Village, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supersede the originally recorded and amended Sheets of the Condominium Subdivision Plan of Uptown Village, as amended, and the aforescribed originally recorded and amended Sheets shall be of no further force and effect.

In all other respects, other than as herein above indicated, the initial Master Deed of Uptown Village, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed, and redclared.

Uptown Village, Ltd., a Michigan
corporation

By:



Phillip W. McCafferty

Its: President



STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On the 3rd day of August, 2005, the foregoing Fifth Amendment to the Master Deed of Uptown Village was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Uptown Village, Ltd., a Michigan corporation, on behalf of the corporation.

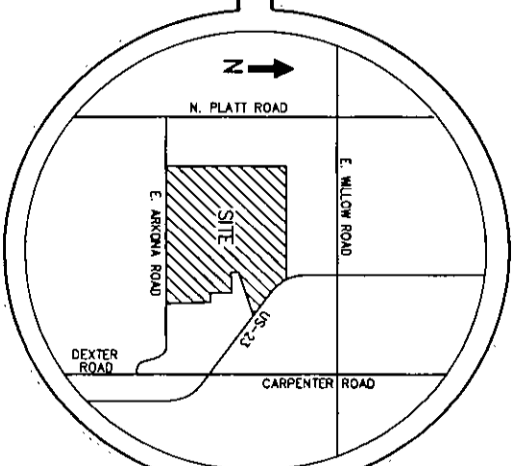
CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007

Christine E. Phelps
Notary Public
State of Michigan, County of Livingston
My Commission Expires: 1/27/07
Acting in the County of Oakland

FIFTH AMENDMENT TO MASTER DEED DRAFTED
BY AND WHEN RECORDED RETURN TO:
Uptown Village, Ltd.
P.O. Box 308
New Hudson, MI 48165 ✓
(248) 684-1234

REPLAT No 4 TO THE
EXHIBIT "B" TO MASTER DEED OF
UPTOWN VILLAGE
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 403
PART OF SE. 1/4 SECTION 26, TOWN 4 SOUTH, RANGE 7 EAST
CITY OF MILAN, WASHTENAW COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE
REGISTER OF DEEDS AND SHALL BE DESIGNATED BY THE
WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER 403. THIS NUMBER MUST BE PROPERLY
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE
SURVEYORS CERTIFICATE.



LEGAL DESCRIPTION

Beginning at the South 1/4 corner of said Section 26; thence N.01°25'45"W., 500.00 feet along the North-South 1/4 of said section; thence N.88°34'15"E., 157.00 feet; thence N.01°25'45"W., 109.42 feet; thence 538.64 feet along the arc of a curve to the left, radius 2264.25 feet, central angle 13°37'48", chord bearing of S.81°23'04"E., 537.37 feet; thence N.01°24'53"W., 121.65 feet; thence N.88°35'07"E., 32.00 feet; thence N.01°24'53"W., 360.60 feet; thence 97.80 feet along the arc of a curve to the right, radius 61.84 feet, central angle 90°36'30", chord bearing N.43°16'52"E., 87.92 feet; thence N.88°35'07"E., 13.16 feet; thence N.01°24'53"W., 426.12 feet; thence N.73°02'12"E., 309.41 feet; thence N.74°22'37"E., 469.53 feet to the Westerly right-of-way line of US-23 Highway; thence along said right of way the following two course

1. S.40°13'20"E., 313.07 feet;
2. S.36°58'25"E., 57.21 feet;
thence S.71°34'54"W., 519.16 feet; thence S.01°24'53"E., 79.26 feet; thence S.70°58'00"E., 253.47 feet;
thence S.36°57'23"E., 184.93 feet; thence S.01°24'53"E., 931.51 feet to the South line of Section 26; thence along the South line of Section 26 S.88°50'20"W., 1624.28 feet to the point of beginning. Contains 40.04 acres and subject to the right of the public on Arkono Road, and to all easements and restrictions of record.

PROPOSED FUTURE DEVELOPMENT

Part of the SE 1/4 of Section 26, T.4S., R.7E., City of Milan, Washtenaw County, Michigan, more particularly described as:

Beginning at a point distant N.01°25'45"W., 500.00 feet along the North-South 1/4 line from the South 1/4 corner of said Section 26; thence continuing N.01°25'45"W., 1489.81 feet along the North-South 1/4 line; thence N.88°55'12"E., 1331.42 feet to the Westerly right-of-way line of US-23 Highway; thence the following two (2) courses along said right-of-way line

1) 302.79 feet along a non-tangent curve to the left, radius 2488.83 feet, chord bearing S.36°44'18"E., 302.60 feet;
2) S.40°13'25"E., 64.44 feet;
thence S.74°22'37"W., 469.53 feet; thence S.73°02'12"W., 309.41 feet; thence S.01°24'53"E., 426.12 feet; thence S.88°35'07"W., 13.16 feet; thence 97.80 feet along a curve to the left, radius 61.84 feet, chord bearing S.43°16'52"W., 87.92 feet; thence S.01°24'53"E., 360.60 feet; thence S.88°35'07"W., 32.00 feet; thence S.01°24'53"E., 121.65 feet; thence 538.64 feet along a curve to the right, radius 2264.25 feet, chord bearing N.81°23'04"W., chord 537.37 feet; thence S.01°25'45"E., 109.42 feet; thence S.88°34'15"W., 157.00 feet to the Point of Beginning. Contains 31.51 acres of land and subject to all easements and restrictions of record.

PROPRIETOR

UPTOWN VILLAGE, LTD
P.O. BOX 308
NEW HUDSON, MICHIGAN 48186
(248) 684-1234

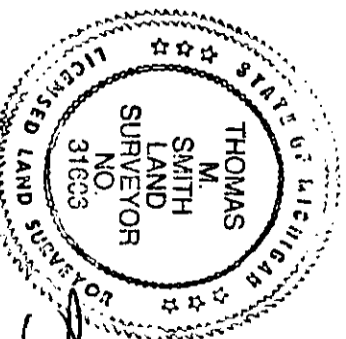
ENGINEER

MICKALUCH and ASSOCIATES, INC.
2359 AYON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1800

SHEET INDEX

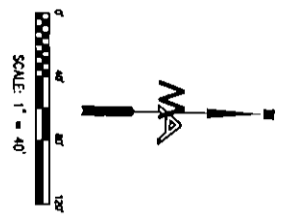
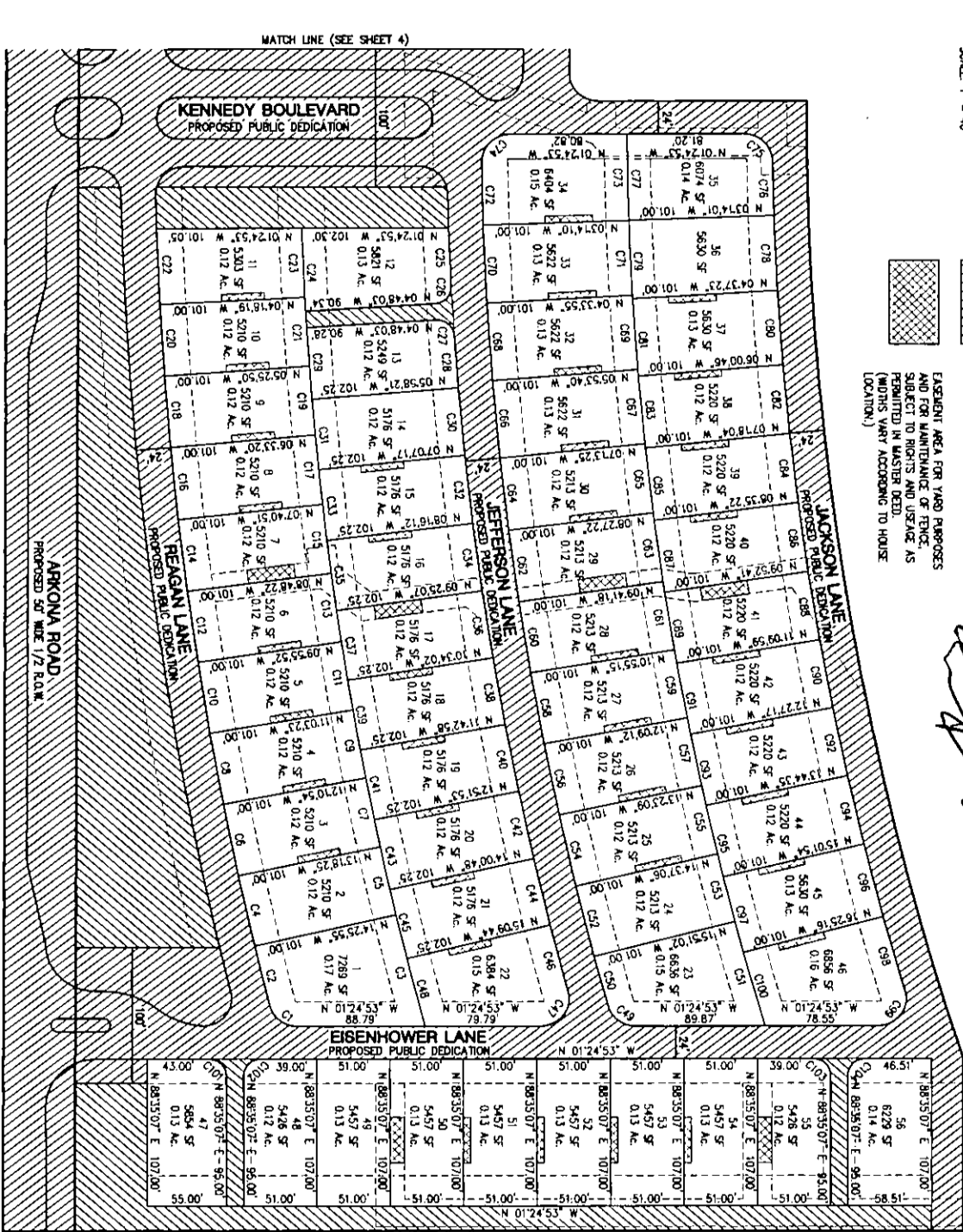
- * 1 TITLE SHEET
- * 2 SURVEY PLAN
- * 3 SITE PLAN
- * 4 CURVE DATA
- * 5 UTILITY PLAN
- * 6 UTILITY PLAN
- * 7 UTILITY PLAN
- * 8 COORDINATE DATA
- * 9
- * 10

* DENOTES SHEETS AMENDED
OR ADDED ON JULY 11, 2006



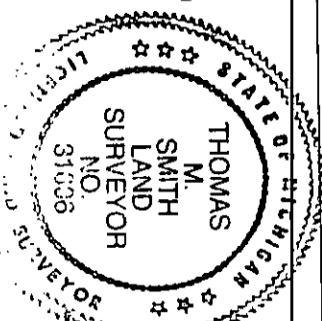
AMENDED DATE: JULY 11, 2006

THOMAS M. SMITH
R.L.S. No. 31606

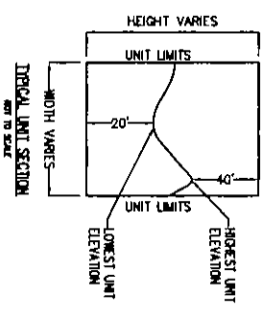
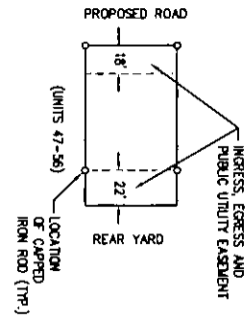
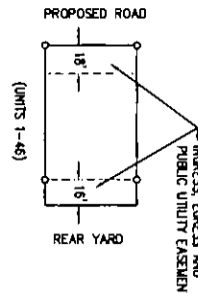
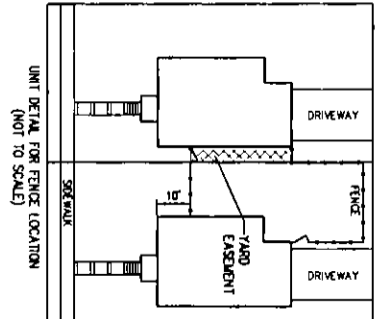


- LEGEND**
- UNIT OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - PROPOSED PUBLIC DEDICATION
 - EASEMENT AREA FOR YARD PURPOSES AND FOR MAINTENANCE OF FENCE, SUBJECT TO RIGHTS AND USAGE AS PERMITTED IN MASTER DEED, (WIDTHS VARY ACCORDING TO HOUSE LOCATION)

[Handwritten signature]



- NOTES:**
1. ALL ROADS AND SITE IMPROVEMENTS MUST BE BUILT.
 2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNDEVELOPED LOTS ARE CONVEYED TO THE DEVELOPER, WHOSE RIGHTS, INTERESTS AND EASEMENTS MAY BE MODIFIED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
 3. ALL ROADS ARE PROPOSED PUBLIC.



M
MICKALICH and ASSOCIATES, INC.
C/O BURGESS, GRIFFIN, LAMBERT, PARRISH
2200 New Center Drive
Ann Arbor, MI 48106
TEL: 734.769.8200
HTTP://WWW.MICKALICH.COM

UPTOWN VILLAGE

SITE PLAN

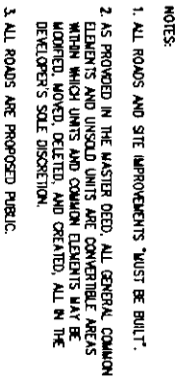
UPTOWN VILLAGE LTD

Drawn	ATL
Checked	TBR
Approved	ATL
Date	08/04
Job No.	07072

NOTE:
SEE SHEET 6 FOR CURVE DATA
AMENDED DATE: JULY 11, 2005

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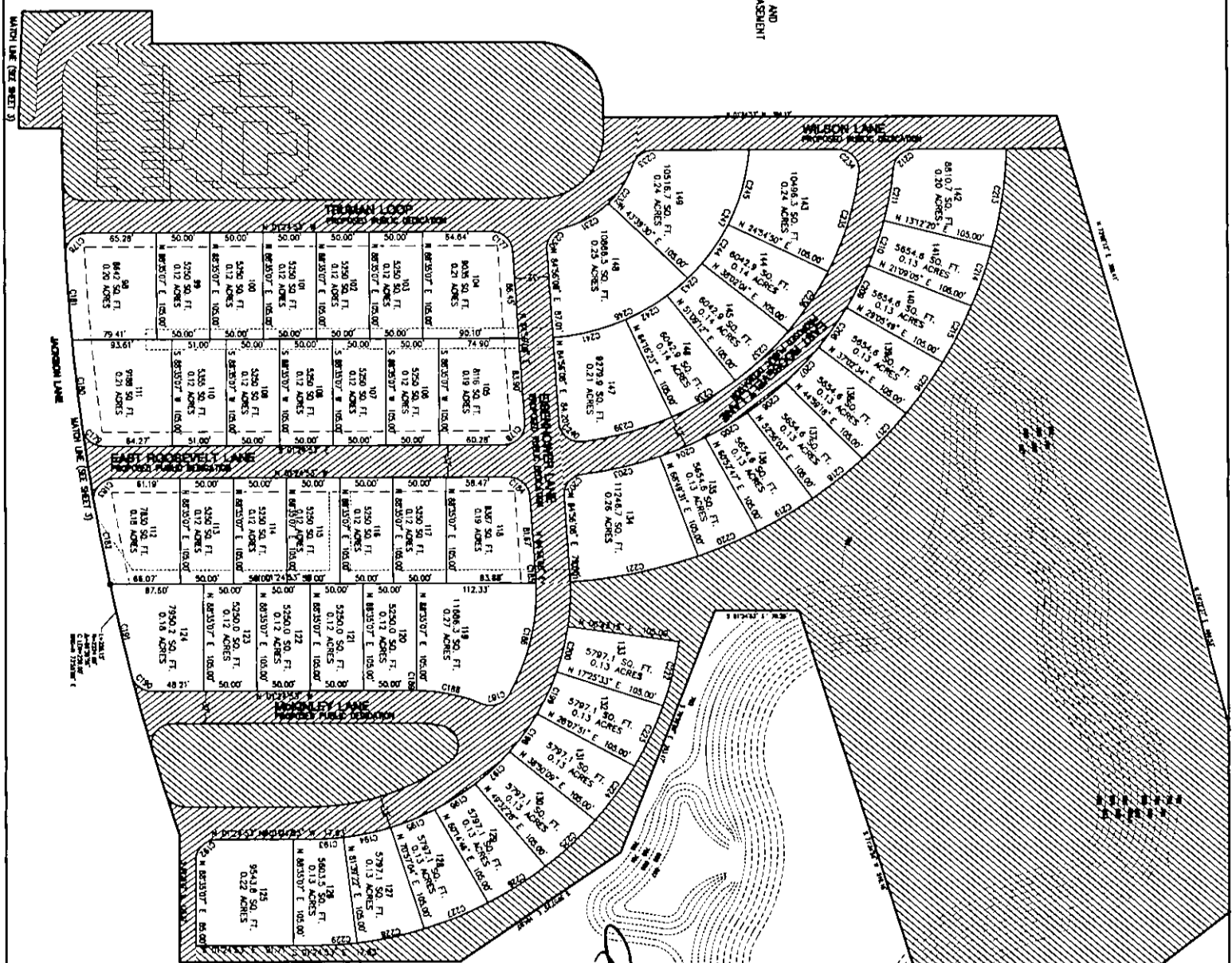
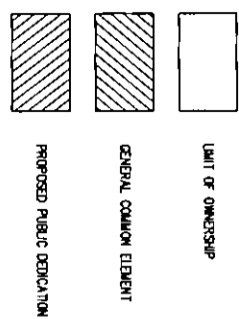
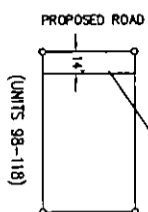
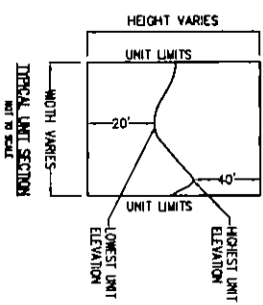
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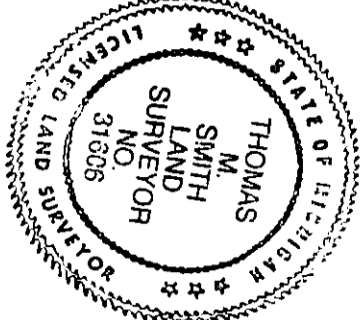
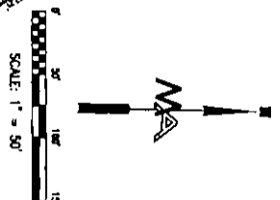
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Lawrence Keatenbaum, Washington

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NOTES:
NOTE:
SEE SHEET 6 FOR CURVE DATA

- 1. ALL ROADS AND SITE IMPROVEMENTS WED NOT BE BUILT.
- 2. AS PROVIDED IN THE MASTER DEED, ALL GENERAL COMMON ELEMENTS AND UNITS ARE CONVEYABLE AREAS WITHIN WHICH UNITS AND COMMON ELEMENTS MAY BE ADDED, MOVED, DELETED, AND CREATED, ALL IN THE DEVELOPER'S SOLE DISCRETION.
- 3. ALL ROADS ARE PROPOSED PUBLIC.

ADOPTED DATE: MAY 11, 2005

© 2004

W
MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING
PLANNING
DESIGN
10000 W. LAMAR AVENUE
SUITE 100
DENVER, CO 80231
PHONE: 303.440.4000
FAX: 303.440.4001
HTTP://WWW.MICKALICH.COM

Project Title	UPTOWN VILLAGE
Site Title	SITE PLAN
Client	UPTOWN VILLAGE LTD
Drawn	
Checked	
Approved	
Date	0702
Sheet No.	5

ACS-5663672-ADM-2005-17
Lawrence Keatonbaum, Wahtenaw

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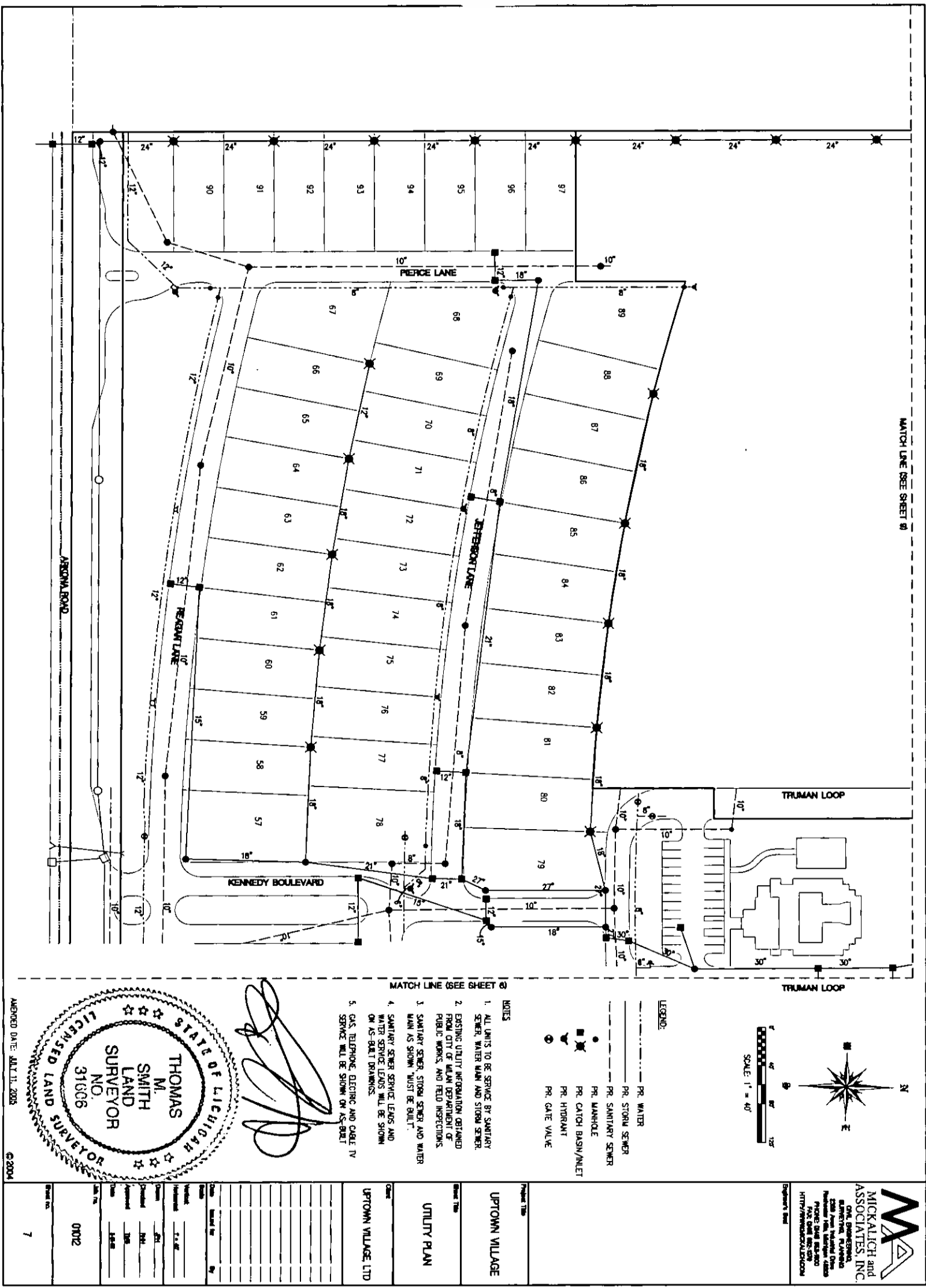
CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
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C2	267.25	45.04	S 75.05+1° W	45.04	00°51'50"
C3	2576.25	84.20	S 74°57'54" W	84.20	01°52'21"
C4	267.25	52.58	S 76°07'50" W	52.58	01°07'31"
C5	2576.25	50.59	S 76°07'50" W	50.59	01°07'31"
C6	267.25	52.58	S 77°15'21" W	52.58	01°07'31"
C7	267.25	50.59	S 77°15'21" W	50.59	01°07'31"
C8	267.25	52.58	S 78°22'51" W	52.58	01°07'31"
C9	2576.25	50.59	S 78°22'51" W	50.59	01°07'31"
C10	267.25	52.58	S 79°30'22" W	52.58	01°07'31"
C11	2576.25	50.59	S 79°30'22" W	50.59	01°07'31"
C12	267.25	52.58	S 80°37'53" W	52.58	01°07'31"
C13	2576.25	50.59	S 80°37'53" W	50.59	01°07'31"
C14	267.25	52.58	S 81°45'24" W	52.58	01°07'31"
C15	2576.25	50.59	S 81°45'24" W	50.59	01°07'31"
C16	267.25	52.58	S 82°52'54" W	52.58	01°07'31"
C17	2576.25	50.59	S 82°52'54" W	50.59	01°07'31"
C18	267.25	52.58	S 84°00'25" W	52.58	01°07'31"
C19	2576.25	50.59	S 84°00'25" W	50.59	01°07'31"
C20	267.25	52.58	S 85°07'56" W	52.58	01°07'31"
C21	2576.25	50.59	S 85°07'56" W	50.59	01°07'31"
C22	267.25	52.58	S 86°15'02" W	52.58	01°07'31"
C23	2576.25	50.59	S 86°15'02" W	50.59	01°07'31"
C24	2576.25	60.24	S 86°08'09" W	60.24	01°20'23"
C25	2474.00	42.31	S 86°14'32" W	42.31	00°58'48"
C26	12.00	18.79	S 49°31'28" E	16.89	89°28'49"
C27	12.00	18.79	N 40°03'39" E	16.83	89°43'24"
C28	2474.00	38.65	S 84°28'30" W	38.65	00°53'42"
C29	2576.25	52.58	S 84°35'48" W	52.58	01°10'18"
C30	2474.00	49.60	S 83°27'11" W	49.60	01°08'55"
C31	2576.25	51.65	S 83°27'11" W	51.65	01°08'55"
C32	2474.00	49.60	S 82°18'16" W	49.60	01°08'55"
C33	2576.25	51.65	S 82°18'16" W	51.65	01°08'55"
C34	2474.00	49.60	S 81°09'21" W	49.60	01°08'55"
C35	2576.25	51.65	S 81°09'21" W	51.65	01°08'55"
C36	2474.00	49.60	S 80°00'25" W	49.60	01°08'55"
C37	2576.25	51.65	S 80°00'25" W	51.65	01°08'55"
C38	2474.00	49.60	S 78°51'30" W	49.60	01°08'55"
C39	2576.25	51.65	S 78°51'30" W	51.65	01°08'55"
C40	2474.00	49.60	S 77°42'35" W	49.60	01°08'55"
C41	2576.25	51.65	S 77°42'35" W	51.65	01°08'55"
C42	2474.00	49.60	S 76°33'39" W	49.60	01°08'55"
C43	2576.25	51.65	S 76°33'39" W	51.65	01°08'55"
C44	2474.00	49.60	S 75°24'44" W	49.60	01°08'55"
C45	2576.25	51.65	S 75°24'44" W	51.65	01°08'55"
C46	2474.00	50.50	S 74°15'11" W	50.50	01°10'10"
C47	20.00	38.62	S 53°52'33" E	31.72	104°55'01"
C48	2576.25	51.37	S 54°16'00" E	51.37	01°08'53"
C49	20.00	26.07	S 35°55'32" W	24.76	74°40'51"
C50	2450.00	37.77	S 73°42'28" W	37.77	00°53'00"
C51	2349.00	79.25	S 73°10'58" W	79.25	01°55'59"
C52	2450.00	52.70	S 74°45'56" W	52.70	01°13'57"
C53	2349.00	50.53	S 74°45'56" W	50.53	01°13'57"
C54	2450.00	52.70	S 75°59'53" W	52.70	01°13'57"
C55	2349.00	50.53	S 75°59'53" W	50.53	01°13'57"
C56	2450.00	52.70	S 77°13'50" W	52.70	01°13'57"
C57	2349.00	50.53	S 77°13'50" W	50.53	01°13'57"
C58	2450.00	52.70	S 78°27'46" W	52.70	01°13'57"
C59	2349.00	50.53	S 78°27'46" W	50.53	01°13'57"
C60	2450.00	52.70	S 79°41'43" W	52.70	01°13'57"
C61	2349.00	50.53	S 79°41'43" W	50.53	01°13'57"
C62	2450.00	52.70	S 80°55'40" W	52.70	01°13'57"
C63	2349.00	50.53	S 80°55'40" W	50.53	01°13'57"
C64	2450.00	52.70	S 82°09'37" W	52.70	01°13'57"
C65	2349.00	50.53	S 82°09'37" W	50.53	01°13'57"
C66	2450.00	52.70	S 83°26'28" W	52.70	01°19'45"
C67	2349.00	50.53	S 83°26'28" W	50.53	01°19'45"
C68	2450.00	52.70	S 84°46'13" W	52.70	01°19'45"
C69	2349.00	50.53	S 84°46'13" W	50.53	01°19'45"
C70	2450.00	52.70	S 86°05'57" W	52.70	01°19'45"
C71	2349.00	50.53	S 86°05'57" W	50.53	01°19'45"
C72	2450.00	52.70	S 87°17'50" W	52.70	01°04'01"
C73	2349.00	50.53	S 87°17'50" W	50.53	01°04'01"
C74	20.00	31.68	N 46°47'31" W	28.08	90°45'16"
C75	20.00	31.13	N 43°10'52" E	28.08	88°11'30"
C76	2248.00	39.65	S 87°16'18" W	39.65	01°00'38"
C77	2349.00	52.57	S 87°31'46" W	52.57	01°31'35"
C78	2248.00	54.52	S 86°04'18" W	54.51	01°23'22"
C79	2349.00	56.97	S 86°04'18" W	56.96	01°23'22"
C80	2248.00	54.52	S 84°40'56" W	54.51	01°23'22"
C81	2349.00	56.97	S 84°40'56" W	56.96	01°23'22"
C82	2248.00	50.55	S 83°20'35" W	50.55	01°17'18"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C83	2349.00	52.82	S 83°20'35" W	52.82	01°17'18"
C84	2248.00	50.55	S 83°20'35" W	50.55	01°17'18"
C85	2349.00	52.82	S 82°03'17" W	52.82	01°17'18"
C86	2248.00	50.55	S 82°03'17" W	50.55	01°17'18"
C87	2349.00	52.82	S 80°45'59" W	52.82	01°17'18"
C88	2248.00	50.55	S 80°45'59" W	50.55	01°17'18"
C89	2349.00	52.82	S 79°28'40" W	52.82	01°17'18"
C90	2248.00	50.55	S 79°28'40" W	50.55	01°17'18"
C91	2349.00	52.82	S 78°11'22" W	52.82	01°17'18"
C92	2248.00	50.55	S 78°11'22" W	50.55	01°17'18"
C93	2349.00	52.82	S 76°54'04" W	52.82	01°17'18"
C94	2248.00	50.55	S 76°54'04" W	50.55	01°17'18"
C95	2349.00	52.82	S 75°36'45" W	52.82	01°17'18"
C96	2248.00	50.55	S 75°36'45" W	50.55	01°17'18"
C97	2349.00	56.97	S 74°16'25" W	56.96	01°23'22"
C98	2248.00	56.96	S 74°16'25" W	56.96	01°23'22"
C99	20.00	37.16	S 54°38'11" E	32.04	106°26'35"
C100	2349.00	55.86	S 77°53'51" W	55.86	01°21'45"
C101	12.00	18.85	N 43°55'07" E	16.97	90°00'00"
C102	12.00	18.85	N 43°55'07" E	16.97	90°00'00"
C103	12.00	18.85	N 43°55'07" E	16.97	90°00'00"
C104	12.00	18.85	N 43°55'07" E	16.97	90°00'00"
C105	20.00	26.57	N 39°28'53" W	24.65	76°06'17"
C106	267.25	43.42	N 77°59'58" W	43.42	00°55'53"
C107	2546.25	88.07	N 77°59'58" W	88.07	01°58'55"
C108	267.25	53.09	N 78°02'04" W	53.09	01°08'19"
C109	2546.25	50.60	N 78°02'04" W	50.60	01°08'19"
C110	267.25	53.09	N 80°10'23" W	53.09	01°08'19"
C111	2546.25	50.60	N 80°10'23" W	50.60	01°08'19"
C112	267.25	53.09	N 81°18'49" W	53.09	01°08'19"
C113	2546.25	50.60	N 81°18'49" W	50.60	01°08'19"
C114	267.25	53.09	N 82°27'01" W	53.09	01°08'19"
C115	2546.25	50.60	N 82°27'01" W	50.60	01°08'19"
C116	267.25	53.09	N 83°35'21" W	53.09	01°08'19"
C117	2546.25	50.60	N 83°35'21" W	50.60	01°08'19"
C118	267.25	53.09	N 84°43'40" W	53.09	01°08'19"
C119	2546.25	50.60	N 84°43'40" W	50.60	01°08'19"
C120	267.25	53.09	N 85°51'59" W	53.09	01°08'19"
C121	2546.25	50.60	N 85°51'59" W	50.60	01°08'19"
C122	267.25	53.09	N 87°00'18" W	53.09	01°08'19"
C123	2546.25	50.60	N 87°00'18" W	50.60	01°08'19"
C124	267.25	53.09	N 88°08'38" W	53.09	01°08'19"
C125	2546.25	50.60	N 88°08'38" W	50.60	01°08'19"
C126	267.25	70.54	N 89°28'10" W	70.53	01°30'47"
C127	2546.25	70.06	N 89°28'10" W	70.06	01°34'35"
C128	20.00	35.17	N 81°56'27" W	35.17	15°38'55"
C129	2546.25	65.17	N 77°12'59" W	65.17	01°28'00"
C130	20.00	36.89	N 51°07'46" E	31.76	103°07'05"
C131	2421.25	69.25	N 77°07'49" W	69.24	01°38'19"
C132	2546.25	52.04	N 78°32'07" W	52.04	01°10'16"
C133	2421.25	49.49	N 78°32'07" W	49.49	01°10'16"
C134	2546.25	52.04	N 78°42'23" W	52.04	01°10'16"
C135	2421.25	49.49	N 78°42'23" W	49.49	01°10'16"
C136	2546.25	52.04	N 80°52'39" E	52.04	01°10'16"
C137	2421.25	49.49	N 80°52'39" E	49.49	01°10'16"
C138	2546.25	52.04	N 82°02'55" W	52.04	01°10'16"
C139	2421.25	49.49	N 82°02'55" W	49.49	01°10'16"
C140	2546.25	52.04	N 83°13'11" W	52.04	01°10'16"
C141	2421.25	49.49	N 83°13'11" W	49.49	01°10'16"
C142	2546.25	52.04	N 84°23'27" E	52.04	01°10'16"
C143	2421.25	49.49	N 84°23'27" E	49.49	01°10'16"
C144	2546.25	52.04	N 85°33'43" E	52.04	01°10'16"
C145	2421.25	49.49	N 85°33'43" E	49.49	01°10'16"
C146	2546.25	52.04	N 86°43'59" E	52.04	01°10'16"
C147	2421.25	49.49	N 86°43'59" E	49.49	01°10'16"
C148	2546.25	52.04	N 87°54'15" E	52.04	01°10'16"
C149	2421.25	49.49	N 87°54'15" E	49.49	01°10'16"
C150	2546.25	79.98	S 89°23'23" E	79.98	01°47'59"
C151	2421.25	73.66	N 89°23'23" E	73.66	01°44'30"
C152	2421.25	73.66	N 89°23'23" E	73.66	01°44'30"
C153	2264.25	86.01	S 78°57'03" E	86.00	02°25'46"
C154	2389.25	48.32	N 76°25'10" W	48.32	01°08'31"
C155	2264.25	86.01	S 77°41'19" E	86.01	01°08'31"
C156	2389.25	48.32	N 77°41'19" E	48.32	01°08'31"
C157	2264.25	86.01	S 79°04'06" E	86.01	01°08'31"
C158	2389.25	48.32	N 79°04'06" E	48.32	01°08'31"
C159	2264.25	86.01	S 80°26'53" E	86.01	01°08'31"
C160	2389.25	48.32	N 80°26'53" E	48.32	01°08'31"
C161	2264.25	86.01	S 81°47'37" E	86.01	01°08'31"
C162	2389.25	48.32	N 81°47'37" E	48.32	01°08'31"
C163	2264.25	86.01	S 83°08'22" E	86.01	01°08'31"
C164	2389.25	48.32	N 83°08'22" E	48.32	01°08'31"

CURVE	RADIUS	LENGTH	CHORD BEARING	CH LENGTH	DELTA
C165	2264.25	54.57	S 84.3109° E	54.57	01°22'47"
C166	2389.25	57.53	N 84.3109° W	57.53	01°22'47"
C167	2264.25	54.57	S 85.5353° E	54.57	01°22'47"
C168	2389.25	57.53	N 85.5353° W	57.53	01°22'47"
C169	2264.25	54.57	S 87.6142° E	54.57	01°22'47"
C170	2389.25	57.53	N 87.6142° W	57.53	01°22'47"
C171	2264.25	54.57	S 88.3928° E	54.57	01°22'47"
C172	2389.25	57.53	N 88.3928° W	57.53	01°22'47"
C173	2264.25	69.63	S 89.4614° E	69.63	01°45'48"
C174	2389.25	53.93	N 89.4614° W	53.97	01°47'35"
C175	2000	31.69	S 43.5929° W	28.47	90°46'26"
C176	2000	30.43	N 47.5145° W	28.39	92°53'14"
C177	2000	32.14	N 47.5145° E	27.97	86°21'01"
C178	2000	32.69	S 38.6510° E	29.17	93°26'59"
C179	2000	28.86	S 35.4505° W	26.42	82°39.69
C180	2224.00	88.07	S 82.9210° W	88.07	07°16.08
C181	2224.00	84.20	S 84.3619° W	84.19	07°10.08
C182	2224.00	83.14	S 86.1721° W	83.13	07°10.08
C183	2000	30.47	N 41.0138° W	30.47	99°13.51
C184	2000	30.14	N 41.0138° E	27.37	86°21.01
C185	211.00	11.97	N 78.1804° E	11.72	01°17.66
C186	211.00	14.32	S 78.1804° E	14.54	30°56.94
C187	2000	29.97	S 19.9591° E	27.20	85°42.92
C188	150.04	62.89	S 10.5122° E	62.43	24°01.06
C189	38.40	0.67	S 01.0103° E	0.67	01°00.33
C190	20.00	26.67	S 35.4302° S	24.70	76°15.51
C191	2224.00	91.95	S 76.0202° W	91.95	07°22.08
C192	2000	31.42	N 48.2543° W	28.28	90°00.00
C193	243.00	29.39	N 04.3245° W	29.37	08°53.45
C194	243.00	45.40	N 13.4147° W	45.34	10°42.18
C195	243.00	45.40	N 23.4705° W	45.34	10°42.18
C196	243.00	45.40	N 35.0623° W	45.34	10°42.18
C197	243.00	45.40	N 45.4841° W	45.34	10°42.18
C198	243.00	45.40	N 56.7131° W	45.34	10°42.18
C199	243.00	45.40	N 67.3118° W	45.34	10°42.18
C200	243.00	45.40	N 77.9536° W	45.34	10°42.18
C201	243.00	55.40	N 88.3726° W	55.33	01°22.33
C202	20.00	30.22	N 53.1700° W	27.42	86°33.33
C203	335.84	74.28	N 14.3801° W	74.13	17°40.40
C204	335.84	46.57	N 25.0841° W	46.54	12°50.14
C205	335.84	46.57	N 31.0235° W	46.54	07°56.14
C206	335.84	46.57	N 41.7075° W	46.54	07°56.14
C207	335.84	46.57	N 50.6549° W	46.54	07°56.14
C208	335.84	46.57	N 58.5593° W	46.54	07°56.14
C209	335.84	46.57	N 67.4912° W	46.54	07°56.14
C210	335.84	46.57	N 77.9536° W	46.54	07°56.14
C211	335.84	53.08	N 81.1922° W	53.03	09°03.33
C212	20.00	29.47	N 40.3708° W	26.88	84°26.10
C213	440.84	97.99	N 83.0944° E	97.78	17°43.07
C214	440.84	61.13	S 72.4913° E	61.09	07°56.14
C215	440.84	61.13	S 64.5233° E	61.09	07°56.14
C216	440.84	61.13	S 56.5549° E	61.09	07°56.14
C217	440.84	61.13	S 48.5894° E	61.09	07°56.14
C218	440.84	61.13	S 40.1020° E	61.09	07°56.14
C219	440.84	61.13	S 33.0535° E	61.09	07°56.14
C220	440.84	61.13	S 26.0804° E	61.09	07°56.14
C221	440.84	122.68	S 13.2097° E	122.29	15°56.33
C222	348.00	63.02	S 77.2536° E	64.33	10°42.18
C223	348.00	63.02	S 67.3118° E	64.93	10°42.18
C224	348.00	63.02	S 56.5310° E	64.93	10°42.18
C225	348.00	65.07	S 45.4841° E	64.93	10°42.18
C226	348.00	65.07	S 35.0623° E	64.93	10°42.18
C227	348.00	65.07	S 24.7405° E	64.93	10°42.18
C228	348.00	65.02	S 13.4147° E	64.93	10°42.18
C229	348.00	42.69	S 04.0542° E	42.06	06°55.45
C230	20.00	27.64	N 55.2800° W	25.50	79°11.33
C231	33.84	49.91	N 31.0619° W	49.37	35°28.11
C232	93.84	25.53	N 34.0805° W	25.45	15°35.11
C233	20.00	25.26	N 37.3537° W	23.61	77°21.29
C234	20.00	33.85	N 47.4453° E	29.95	95°58.33
C235	301.84	100.65	N 74.4534° E	102.11	19°20.49
C236	301.84	69.57	S 58.3135° E	69.42	13°07.11
C237	301.84	69.57	S 46.2424° E	69.42	13°07.11
C238	301.84	66.57	S 32.7173° E	66.42	13°07.11
C239	301.84	86.71	S 17.1306° E	86.41	16°21.03
C240	20.00	32.37	S 15.3546° W	29.33	94°18.42
C241	198.84	70.37	N 35.1745° W	70.00	20°16.86
C242	198.84	45.33	N 32.7173° W	45.43	13°07.11
C243	198.84	45.33	N 25.2424° W	45.43	13°07.11
C244	198.84	45.33	N 58.3135° W	45.43	13°07.11
C245	198.84	71.96	N 76.0934° W	76.38	22°08.38
C246	198.84	141.91	N 25.9346° W	136.91	40°53.28

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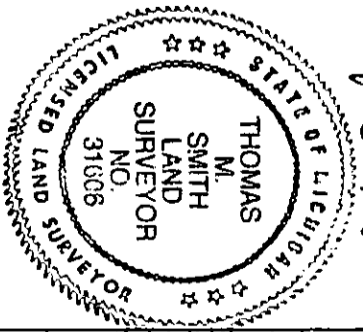
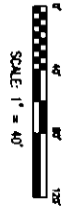
MATCH LINE (SEE SHEET 14)

NOTES

1. ALL LOTS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM CITY OF MILWAUKEE DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT.

LEGEND

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE

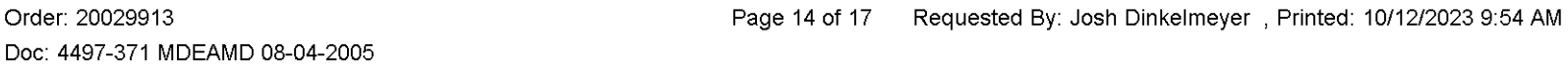


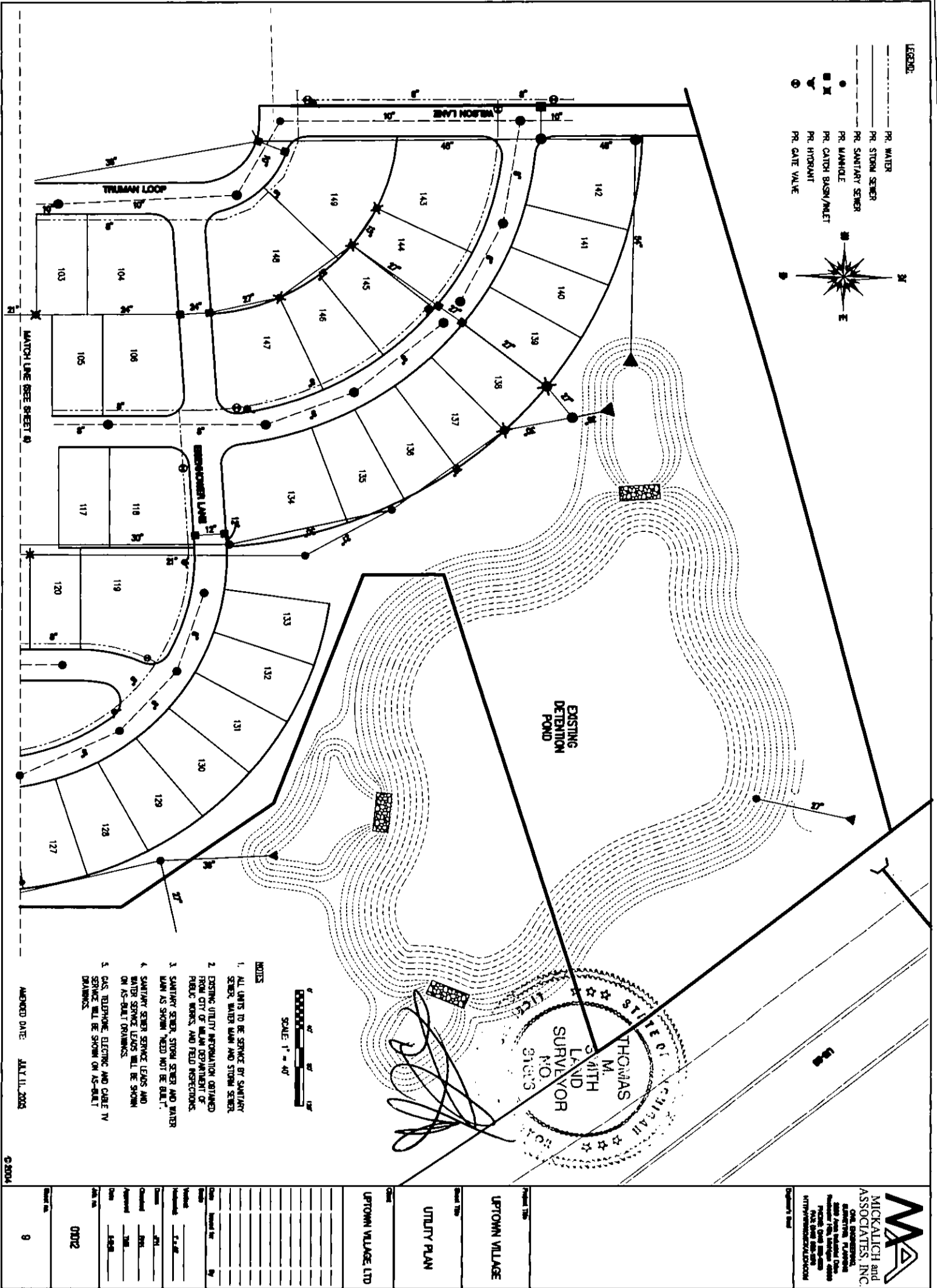
AMENDED DATE: JULY 11, 2005

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MICKALICH and ASSOCIATES, INC.
ONE BRIDGEWAY
MILWAUKEE, WISCONSIN 53212
TEL: 414.224.1200
FAX: 414.224.1201
WWW.MICKALICH.COM

Project Title	UPTOWN VILLAGE
Client	UPTOWN VILLAGE LTD
Drawn By	
Checked By	
Reviewed By	
Scale	1" = 40'
Sheet No.	7
Drawn Date	07/02



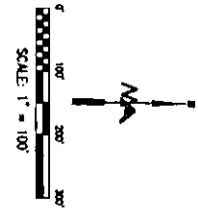
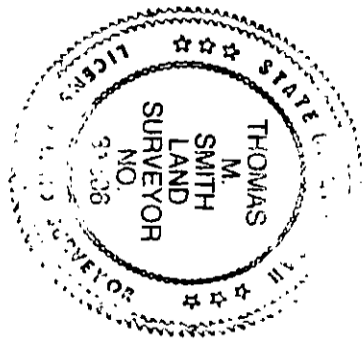
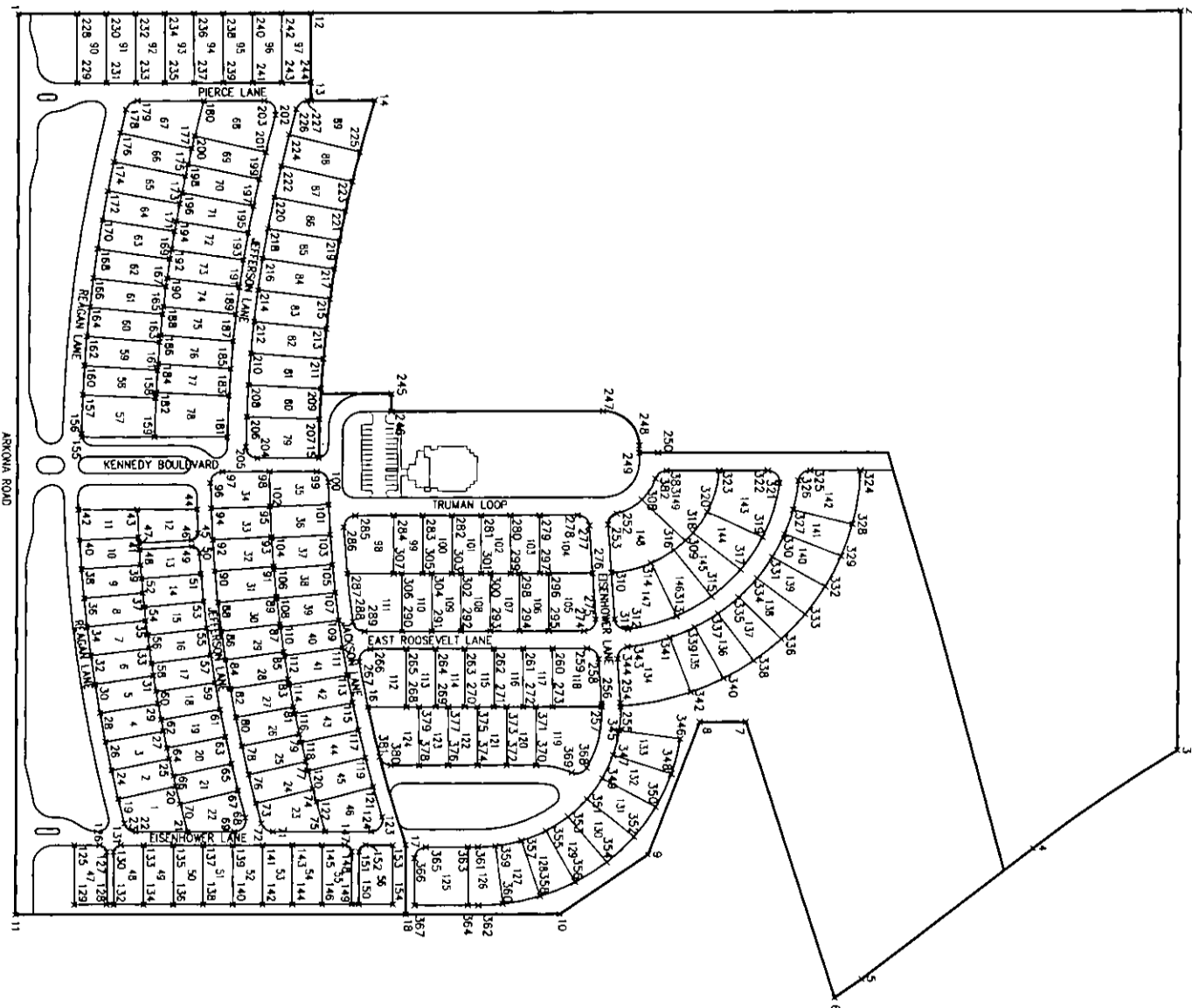




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Lawrence Kestenbaum, Washtenaw

L-4497 P-371



AMENDED DATE: JULY 11, 2005

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M
MICKALICH and ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING, PLANNING
200 West Washtenaw Drive
Ann Arbor, Michigan 48106
Phone: 734.769.1200
Fax: 734.769.1201
HTTP://WWW.MICKALICH.COM

Project Title
UPTOWN VILLAGE

Client
COORDINATE PLAN

Client
UPTOWN VILLAGE LTD

Drawn	_____
Checked	_____
Reviewed	_____
Approved	_____
Date	_____

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Drawn	_____
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Date	_____

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SIXTH AMENDMENT TO THE MASTER DEED OF UPTOWN VILLAGE

This Sixth Amendment to the Master Deed of Uptown Village ("Amendment") is made and executed this 4th day of April, 2023, by Uptown Village Association, a Michigan nonprofit corporation (the "Association"), in accordance with the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of Uptown Village (the "Condominium"), a condominium project established pursuant to the Master Deed recorded in Liber 4177, Page 302 et seq., as amended by the First Amendment recorded in Liber 4276, Page 254 et seq., as amended by the Second Amendment recorded in Liber 4305, Page 700 et seq., as amended by the Third Amendment recorded in Liber 4276, Page 254 et seq., as amended by the Fourth Amendment recorded in Liber 4487, Page 312 et seq., as amended by the Fifth Amendment recorded in Liber 4497, Page 371 et seq. Washtenaw County Records (as amended, the "Master Deed"), and known as Washtenaw County Condominium Subdivision Plan No. 403, desires to amend the Condominium Bylaws, Exhibit A to the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), for the purpose of revising provisions related to activities, aesthetics, vehicles, Co-owner maintenance, landscaping, fences and dog runs.

B. The Master Deed shall be amended upon recording with Washtenaw County Register of Deeds, as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are made to the Condominium Bylaws:

1. Article VI, Section 2 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be amended by deleting the last sentence and replacing it with the following:

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, fireworks, or other similar dangerous weapons, projectiles or devices, except that fireworks may be used in accordance with



Time Submitted for Recording
Date 4-12 2023 Time 10:22am
Lawrence Kestenbaum
Washtenaw County Clerk/Register

the City of Milan, Michigan Code of Ordinances, as those may be amended.

2. Article VI, Section 3 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be deleted in its entirety and replaced by the following:

Section 3. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

3. Article VI, Section 4 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be deleted in its entirety and replaced by the following:

Section 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all-terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored unless stored in the garage on the Premises of the Condominium for greater than 48 consecutive hours. The Co-owners of the Condominium shall be permitted to own and operate motorcycles, subject to such rules for motorcycle usage as may be adopted by the Board of Directors of the Association. Motorcycle usage shall also be subject to the following:

(a) Motorcycle usage shall be limited to ingress and egress from the Co-owner's Condominium Unit to Arkona Road, only.

(b) Revving of motorcycles and/or excessive noise from motorcycles shall not be permitted.

(c) All such motorcycles permitted hereunder must be capable of being legally operated on the highways and public roads in the State of Michigan.

No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the

Condominium unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Parking in rear private lanes is prohibited.

4. Article VI, Section 9 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be amended by the addition of the following to the end of the paragraph:

On an annual basis, and in any event by April 1st every year, the Board shall review, and publish "community standards" for all Co-owners, to include, but not limited to: walk-through standards, pool rules, fence standards, deck standards, landscaping standards/plan, house color plan, and building standards/plan. Such standards shall be enacted or revised by the Board through the rule and regulation promulgation authority at Bylaws, Article VI, Section 11.

5. Article VII, Section 4 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be deleted in its entirety and replaced with the following:

Section 4. Vehicles. Each Unit shall be landscaped in accordance with the plan submitted and approved by the Architectural Control Committee. Subject to weather conditions which prohibit outdoor landscaping work, lawns shall be seeded or sodded within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association. Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof.

6. Article VII, Section 17 of the Bylaws shall, upon recording of this Amendment with the Washtenaw County Register of Deeds, be deleted in its entirety and replaced with the following:

Section 17. Fences and Dog Runs. No fences shall be constructed on any Unit other than those approved by the Architectural Control Committee and in accordance with the approved fencing plan and as part of a landscaping plan. Fences shall be permitted around any inground swimming pool in accordance with the applicable ordinances of the City of Milan and subject to the prior written approval of the Architectural Control Committee. All fencing shall consist of vinyl or ornamental aluminum and of a color as approved by the Architectural Control Committee in the rear/side yards or white, composite polyurethane material in the front yard. No fence shall be placed within three (3') feet of the curb at the rear private lane. All fencing shall otherwise comply with the approved fencing plan and, during the Construction and Sales Period, shall be subject to the approval of the Developer. Dog runs for permitted animals must be an integral part of the residence and shall be subject to the approval of the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening.

7. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amendment to the Master Deed to be executed the day and year first above written.

Uptown Village Association, a Michigan Nonprofit Corporation

By: *THOMAS K. FARO*

Name: THOMAS K. FARO

Title: President

STATE OF MICHIGAN)

) SS:

COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 4th day of April, 2023 by Thomas K. Faro, the President of Uptown Village Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.

Cherie L Vasquez
_____, Notary Public

_____, County, Michigan
Acting in _____ County, Michigan
My Commission Expires:

Document drafted by and when recorded return to:

✓ Todd J. Skowronski, Esq.

Makower Abbate Guerra Wegner Vollmer PLLC

30140 Orchard Lake Rd.

Farmington Hills, MI 48334

CHERIE L VASQUEZ
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires May 15, 2027
Acting in the County of Wayne

Certification attached to Amendment, follows: /TJS

37791-00001

CERTIFICATION

STATE OF MICHIGAN)
COUNTY OF Washtenaw) SS
)

I, Mr. Jeff Leonard, being first duly sworn, depose and state as follows:

1. I am the managing agent for Uptown Village Association, the corporation named in and which executed the Sixth Amendment to the Master Deed of Uptown Village.
2. The Sixth Amendment to the Master Deed of Uptown Village was submitted to all Co-owners of Units in Uptown Village for the purpose of voting on such documents. The Co-owners approved the documents by a vote of more than two-thirds of all Co-owners entitled to vote.


Mr. Jeff Leonard

Acknowledged, subscribed and sworn to before me
this 5th day of April, 2023.

Bonnie J Padley
Notary Public
County, Michigan
Acting in Washtenaw County
My Commission Expires: 6-14-2028

BONNIE J PADLEY
Notary Public, State of Michigan
County of Jackson
My Commission Expires 06-14-2028
Acting in the County of Washtenaw