

L: 5204 P: 870 6371562 DMA
05/04/2017 04:07 PM Total Pages: 89
Lawrence Kestenbaum, Washtenaw Co



MASTER DEED

A.I.R. HOUZING AT SCIOVIEW

WASHTENAW COUNTY CONDOMINIUM PLAN NO. 650

THIS MASTER DEED is made and executed on this 3rd day of May, 2017, by **SCIOVIEW Development AIR LLC**, ("A.I.R. Houzing") a Michigan limited liability company ("Developer"), whose address is 600 S. Wagner Road, Ann Arbor, Michigan 48103, pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act").

WHEREAS, Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 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.

WHEREAS, the Condominium consists of 26 Units which are Duplex sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has direct access to a Common Element Road of the Condominium that connects to a public road. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Owners the Common Elements of the Condominium.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes ScioView Development AIR LLC("A.I.R. Houzing") as a residential site condominium under the Act and declares that A.I.R. Houzing shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, both of which shall be deemed to run with the land and be a burden and a benefit to Developer, it successors and assigns, and any persons acquiring or owning an interest in the condominium premises, and their grantees, successors, heirs, personal representatives and assigns.

6

Time Submitted for Recording
Date 5-4 2017 Time 4:00 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 11299002

ARTICLE 1
TITLE AND NATURE

The Condominium shall be known as A.I.R. Housing at ScioView, Washtenaw County Condominium Subdivision Plan No. 650. The engineering and site plans for the Condominium have been approved by the Township of Scio. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Owner in the Condominium shall have an exclusive right to such Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable right to share with the other Owners the Common Elements of the Condominium as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2
LEGAL DESCRIPTION

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

DESCRIPTION OF A 20.00 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN Commencing at the Southwest corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N01°21'38"W 2694.29 feet (recorded as N00°52'00"E and platted as N01°13'33"E) along the West line of said Section 26 and the East line of "Saginaw Greens East Subdivision", recorded in Liber 27 of Plats, Pages 92 thru 96, Washtenaw County Records and its Southerly extension thereof to the West 1/4 corner of said Section 26; thence N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 1331.15 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence continuing N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 1352.14 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S01°24'26"E (recorded as S00°49'08"W) 971.68 feet along the North-South 1/4 line of said Section 26; thence S87°48'41"W 345.02 feet; thence N00°51'36"W 648.96 feet; thence S88°36'06"W 75.90 feet; thence S01°25'22"E 92.33 feet; thence S88°33'00"W 647.62 feet; thence N01°55'35"W 99.71 feet; thence 20.29 feet along the arc of a 13.00 foot radius circular curve to the left, with a chord bearing N46°38'44"W 18.29 feet; thence S88°37'02"W 65.05 feet; thence S01°52'05"E 331.46 feet; thence S48°27'32"E 73.90 feet; thence S00°18'54"W 97.58 feet; thence S04°04'08"W 48.47 feet; thence 104.54 feet along the arc of a 265.50 foot radius circular curve to the right, with a chord bearing N76°48'33"W 103.87 feet; thence S28°08'37"W 207.27 feet; thence S87°48'41"W 112.44 feet; thence N01°21'54"W 272.76 feet; thence N88°38'06"E 5.28 feet; thence N01°21'54"W 216.19 feet; thence 220.06 feet along the arc of a 263.00 foot radius circular curve to the right, with a chord bearing N22°36'20"E 213.70 feet; thence 39.71 feet along the arc of a 263.00 foot radius circular curve to the left, with a chord bearing N72°53'46"W 39.67 feet; thence N01°21'54"W 275.68 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing 20.00 acres of land, more or less, being subject to easements, conditions, restrictions, and exceptions of record, if any being a Part of Tax Parcel identification # H-08-26-300-017.

*Done by
Sharon Stewart,
Scio Twp. 5/4/17*

ARTICLE 3
DEFINITIONS

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

Section 3.1 Access Agreement. "Access Agreement" means that certain Access Agreement recorded against the Property providing for access to the Property for the performance of environmental remediation activities, recorded in Liber 5146, Page 329, Washtenaw County Records.

Section 3.2 Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.3 Architectural Design Guidelines. "Architectural Design Guidelines" means the design guidelines, restrictions and limitations that govern all manner of construction, reconstruction and improvement in the Condominium. The Architectural Design Guidelines are part of the AIR Housing at ScioView Bylaws and may be amended from time to time, but only with the Township's consent, by Developer and its successors or assigns.

Section 3.4 Association. "Association" or "Condominium Association" means the A.I.R. Housing Homeowners Association, which is the non-profit corporation organized under Michigan law, of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.5 Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Owners and required by Section 3(9) 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.

Section 3.6 Common Improvements. "Common Improvements" means the Roads, Storm Sewer System and Sanitary Sewer System located within the Condominium, which are the responsibility of the Association to maintain, replace, operate, and repair as provided in this Master Deed.

Section 3.7 Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.8 Condominium Documents. "Condominium Documents" means this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.9 Condominium Premises, Condominium Property or Property. "Condominium

Premises”, “Condominium Property” or “Property” means the land described in Article 2 above and all easements, rights and appurtenances belonging to A.I.R. Housing as described above.

Section 3.10 Condominium Project, Project or Condominium. “Condominium Project”, “Project” or “Condominium” means A.I.R. Housing as a Condominium established in conformity with the provisions of the Act.

Section 3.11 Condominium Subdivision Plan. “Condominium Subdivision Plan” or “Plan” means Exhibit B hereto.

Section 3.12 Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed, if any, which shall describe A.I.R. Housing as a completed Condominium and shall reflect the land area, if any, converted pursuant to Article 8 below or expanded pursuant to Article 9 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. 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, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and in that event no Consolidating Master Deed need be recorded.

Section 3.13 Construction and Sales Period. “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns or has the right to purchase any Unit which it offers for sale, or for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or as long as Developer owns or holds an option or other enforceable purchase interest in land for residential development within a five (5) mile radius of the Condominium Premises, whichever last occurs.

Section 3.14 Co-Owner or Owner. “Co-Owner” or “Owner” means a person, firm, corporation, limited liability company, 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, shall be synonymous with the term “Co-Owner.” In the event more than one person or entity owns an interest in fee simple title to any Unit, the interests of all such persons collectively shall be that of one Owner.

Section 3.15 Developer. “Developer” means ScioView Development AIR LLC, 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 such terms are used in the Condominium Documents. Any assignment of the Developer’s rights under this Master Deed shall be in writing and may include or exclude specific rights and may be subject to such conditions and limitations as Developer may impose in its sole and absolute discretion.

Section 3.16 Development Agreement. “Development Agreement” means the ScioView Planned Unit Development Agreement dated November 22, 2016, between the Developer and the Township together with any amendments thereto.

Section 3.17 Entranceway Improvements. "Entranceway Improvements" means any entranceway signs and monuments, landscaping and related improvements installed by Developer within the Condominium. The entranceway sign for the Condominium's entrance will be constructed in accordance with Township ordinance.

Section 3.18 First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty- four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.19 Open Space Areas. "Open Space Areas" means all Open Space which are located within the Condominium, as identified on the Plan, and all improvements thereto.

Section 3.20 Pathways. "Pathways" means the non-motorized pedestrian pathway system, which includes but is not limited to sidewalks, trails and walking paths, as shown on the Plan.

Section 3.21 Proposed Future Development Area. "Proposed Future Development Area" means the land described in Article 9 of this Master Deed.

Section 3.22 Residence. "Residence" means a duplex residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

Section 3.23 Residential Builder or Builder. "Residential Builder" or "Builder" means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980 as amended, and who acquires title to one or more Units in the Condominium for the purpose of constructing a dwelling on the Unit and subsequently reselling the Unit.

Section 3.24 Restrictive Covenants. "Restrictive Covenants" means those certain declarations of restrictive covenants recorded against the Property in connection with groundwater contamination existing beneath the Property, recorded in Liber 5146, Pages 326 and 328, Washtenaw County Records.

Section 3.25 Roads. "Roads" mean the Roads serving the Condominium as shown on the Plan. The Private Road Maintenance Agreement (attached to this Master Deed) shall be used by the Homeowners association as a document of instruction for the perpetual maintenance of the private roads within this condominium.

Section 3.26 Sanitary Sewer System. "Sanitary Sewer System" means all components of the sanitary sewer system throughout the Condominium, including any pump stations, lines and easements, whether located within the Common Elements or within individual Units. As provided in Article 4 below, the Sanitary Sewer System is a General Common Element.

Section 3.27 ScioView Homeowners Association means the ScioView Homeowners Association which is a non-profit corporation organized under Michigan law which administers, operates, manages and maintains the ScioView Condominium.

Section 3.28 Storm Sewer System. "Storm Sewer System" means all drainage facilities located within the Condominium, including but not limited to the Storm Sewer Easements, detention basins and

storm sewers providing storm water management and detention for the Condominium, including without limitation the detention basins shown on the Condominium Plan attached as Exhibit B and all inflow and outflow structures and permanent soil erosion and sedimentation control measures located within the Condominium, but excluding public storm sewers and drainage facilities maintained by the Office of the Washtenaw County Water Resources Commissioner or by any other governmental agency or department. As provided in Article 4 below, the Storm Sewer System is a General Common Element.

Section 3.29 Storm Sewer Easements. "Storm Sewer Easements" means the storm sewer easements shown on the Plan.

Section 3.30 Township. "Township" means the Township of Scio, a Michigan municipal corporation.

Section 3.31 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association take office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.32 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in ScioView as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE 4 **COMMON ELEMENTS: USE OF COMMON ELEMENTS AND UNITS**

The Common Elements of the Condominium as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

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

4.1.1 Land. The land described in Article 2 above, other than that portion identified as Condominium Units, including riparian or littoral rights, if any, attributable to such land, and all Open Space Areas and Entranceway Improvements.

4.1.2 Common Improvements. The Common Improvements, which consist of the Roads, Sanitary Sewer System and the Storm Sewer System throughout the Condominium.

4.1.3 Easements. All beneficial utility, drainage, access, and other easements pertaining to the Condominium.

4.1.4 Electrical. Subject to Section 4.1.10 below, the electrical transmission system throughout the Condominium up to the point of lateral connection for Unit service, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.5 Telephone and Telecommunications System. Subject to Section 4.1.10 below, the telephone or telecommunications equipment and system throughout the Condominium up to the point of lateral connection for service to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.6 Gas. Subject to Section 4.1.10 below, the gas distribution system throughout the Condominium up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Water. Subject to Section 4.1.10 below, the water distribution system throughout the Condominium up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Sanitary Sewer. Subject to Section 4.1.10 below, the sanitary sewer system throughout the Condominium up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Utilities. Some or all of the utility lines, systems (including mains and service leads), equipment and appurtenances, including but not limited to electric, telephone and telecommunications, gas and water facilities and equipment 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 Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sewer, telephone, electric and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to the Units. Each Owner is entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

4.1.10 Other. Such other elements of the Condominium not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owners of the Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

Section 4.2.1 Utility Service Lines. The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunications services, up to and including the point of lateral connection within a general Common Element of the Condominium or utility line or system owned by the local public authority or company providing the service.

Section 4.2.2 Patios and Decks. Each patio and deck in the Condominium is restricted to the use of the Unit which opens into such patio or deck as shown on Exhibit B.

Section 4.2.3 Driveways and Garages. The areas designated as "driveways" and "garages" on Exhibit B are assigned and appurtenant to the Units to which each driveway and garage is numbered.

Section 4.2.4 Windows. The windows, skylights, screens and/or doors located within or adjacent to any Unit perimeter wall or roof.

Section 4.2.5 Interior Unit Surfaces. The interior surfaces of perimeter walls, doors, ceilings and floors located within a Condominium Unit.

Section 4.2.6 Convertible Area. The Developer has reserved the right in Article 8 of this Master Deed to designate Limited Common Elements within the convertible area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

Section 4.2.7 Exterior Lighting. Exterior lighting, floodlights and similar attachments or fixtures to a building in the Condominium are appurtenant to the Unit within the building to which such fixture is electrically connected.

Section 4.2.8 Yard Areas. The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part.

Section 4.2.9 Delivery Boxes. The mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit.

Section 4.2.10 Walkways. The portion of any walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway.

Section 4.2.11 Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Condominium Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Condominium Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Owner Responsibilities. Each Owner shall be solely responsible for the decoration, maintenance, reconstruction and repair of the interior of the Owner's Unit. If any Owner shall elect to construct or install any improvements to the interior of their Unit or, with the prior written consent of the Association, to the exterior of the building in which the Unit is located or the Common Elements appurtenant to their Unit which increases the cost of maintenance, repair or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.

4.3.2 Association Responsibilities. The Association, by its Board of Directors, shall be responsible for the maintenance, reconstruction and repair of the exterior of the Units and all Limited and General Common Elements including, but not limited to, the grounds, landscaping, exterior of dwelling structure, sidewalks, pathways, Open Space Areas and as otherwise described in Section 4.4, below.

Section 4.4 Maintenance of Common Improvements and Open Space Areas.

4.4.1 Association Responsibilities for Common Improvements. The Association shall be responsible for the maintenance, replacement, operation and repair of the Common Improvements, which consist of the Roads, Sanitary Sewer System and the Storm Sewer System throughout the Condominium. The Roads will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. The Common Improvements must be maintained by the Association even though they may exist within public easements or be located within a Unit, such as storm sewers in the rear or other yards of Units. At a minimum, the Association shall establish an annual inspection and maintenance program for the Storm Sewer System, Sanitary Sewer System and Roads in the Condominium, which shall be maintained in accordance with the provisions of this Master Deed and the Bylaws for the Condominium, all rules and regulations for the Condominium, and all applicable federal, state and local statutes, laws, ordinances and regulations. Routine maintenance of the Storm Sewer System shall be performed in conformance with the approved storm water management system maintenance plan and schedule on file with the Office of the Washtenaw County Water Resources Commissioner. Notwithstanding anything contained therein to the contrary, routine maintenance of the Storm Sewer System shall be completed within thirty (30) days of receipt of written notification by the responsible governmental entity that action is required, unless other acceptable arrangements are made with that governmental entity. Emergency maintenance will be completed within thirty-six (36) hours of written notification unless threat to public health, safety and welfare requires immediate action.

4.4.2 Open Space Areas. The Association shall be responsible for the Open Space Areas and the maintenance of the paved and woodchip Pathways located within Open Space Areas, as depicted on the Condominium Subdivision Plan. The Open Space Areas shall be preserved by the Association without interference, improvement, excavation, fill or other work which would in any way alter any portion of the Open Space Areas from their natural state, except for improvements approved by the Township, easements and related underground installations allowed by the Development Agreement and as necessary to allow the Association to maintain the Pathways located within the Open Space Areas. Any other any other work in or improvement of the Open Space Areas requires the prior written consent of the Township. The Open Space Maintenance Agreement (attached to this Master Deed) shall be used by the Homeowners association as a document of instruction for the perpetual maintenance of the Open Spaces and Common Areas within this condominium including but not restricted to the Detention ponds, the MDEQ wetland remediation area and the woodchip paths as shown on the PUD plan. No rubbish, debris, trash, chemicals, fertilizers, petroleum distillates, or other substances of any kind shall be placed on or in the Open Space Areas.

4.4.3 Governmental Right to Cure Deficiencies. If the Association or its contractors or agents fail to maintain the Open Space Areas, Pathways or Common Improvements, or fails to fulfill any other maintenance, repair or replacement obligation required by this Master Deed, the Bylaws or applicable laws, then: in addition to all other remedies available under applicable law, the Township, the Washtenaw County Road Commission, the Office of the Washtenaw County Water Resources Commissioner and their respective contractors and agents, may, at their option, serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Open Space Areas, Pathways, Common Improvements or other areas in reasonable condition and order. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof, and shall notify the Association of the date, time and place of a public hearing before the Township Board, or such other board or body of officials of the governmental agency issuing the notice. Such hearing shall be held within fifteen

(15) days of the notice. At such hearing the governmental agency issuing the notice may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof, are not cured within said thirty (30) day period or any extended time period granted at the hearing, the governmental agency issuing the notice, in order to eliminate and cure the deficiencies in the operation and maintenance of the Open Space Areas, Pathways, Common Improvements or other areas, may enter upon the Condominium Property and maintain the Open Space Areas, Pathways, Common Improvements or other areas for a period of time until the Association demonstrates to the satisfaction of the governmental agency issuing the notice that the Association is ready and able to maintain such areas on an ongoing basis. In that event, the Association shall reimburse the Township, the County and/or their contractors all costs incurred in performing the necessary maintenance, plus an administrative fee of 15%. In the event of default of such payment, the Township shall be entitled to undertake whatever collection proceedings are available to it by law, including, at its option, assessment of the costs therefor against the Owners of the Units in the Condominium, to be collected as a special assessment on the next annual tax roll of the Township, with a pro rata share of such costs placed on the Township's tax rolls for each Unit. The Township, at its option, shall be subrogated to any rights the Association may have in this Master Deed for the imposition of assessments and the collection thereof in relation to the Common Improvements.

At a minimum, the Association shall establish an annual inspection and maintenance program for the Roads, storm water detention areas and storm water filtration facilities in the Condominium.

Should any deficiencies in the maintenance and/or operation of the Open Space Areas, Pathways, Common Improvements or other areas be determined by the Township or Washtenaw County to constitute an impending danger to health, safety and welfare of the public, or a public or private nuisance, the Township shall have the right to take immediate corrective action and summarily abate such danger or nuisance.

This Article 4, Section 4.4, shall not be amended in any way without the prior written consent of the Township.

Section 4.5 Use of Common Elements and Units. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities. No Owner shall use the Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of the Owner's Unit or the Common Elements. No alteration or modification may be made to any Unit or the Common Elements without the prior written approval of the Architectural Control Committee and Developer as set forth in Article 6 of the Bylaws.

Section 4.6 Assignment of Limited Common Elements. A Limited Common Element may be reassigned, in accordance with Section 39 of the Act and the Condominium documents. The concerned co-owners shall prepare a written application to the Board of Directors of the Association which shall promptly prepare or cause to be prepared and executed, an Amendment to this Master Deed reassigning all rights and obligations to the Limited Common Elements involved. The Amendment shall be delivered to the concerned co-owners upon their payment of all reasonable costs for the preparation and approval thereof. All affected co-owners must consent to such reassignment of Limited Common Elements and all affected mortgagees must be notified.

ARTICLE 5
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Condominium consists of twenty-six (26) Duplex Units numbered 1 through 26. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of A.I.R. Housing surveyed by Atwell Group and attached as Exhibit B. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit B and delineated with heavy black lines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits, and in accordance with the requirements of applicable governmental authorities including the Township.

Section 5.2 Percentage of Value – A.I.R. Housing Homeowners Association. The percentage of value assigned to each Unit shall be equal to the number obtained by dividing 100 by the number of Units in the A.I.R. Homeowners Association. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the A.I.R. Homeowners Association which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the A.I.R. Homeowners Association is one hundred percent (100%).

ARTICLE 6
EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement Over General Common Elements. Each Owner shall have a non-exclusive permanent and perpetual easement over and upon the General Common Elements for the intended use and enjoyment thereof in common with all other Owners, their agents, invitees and guests, subject to the restrictions and limitations of this Master Deed and as may be regulated by the Association. With respect to the use of the Common Elements and the Condominium generally, all Persons are referred to Article 6 of the Bylaws, which shall at all times apply thereto. Use of the Common Elements is subject to the reasonable rules and regulations of the Association adopted pursuant to Article 6 of the Bylaws. Without limiting the generality of the foregoing, the use and enjoyment of the Common Elements are hereby made specifically subject to the following:

6.1.1 The Roads throughout the Condominium, as General Common Elements, are privately owned in common by all Owners and shall be maintained by the Association and not by Washtenaw County or any other governmental agency.

6.1.2 The right and duty of the Association to levy assessments against each Unit for the purpose of maintaining the Common Elements and any facilities located thereon in compliance with the provisions of this Master Deed and the Exhibits hereto.

6.1.3 The right of Developer and the Association, acting separately or together, to have, grant and use general and specific easements over, under and through the Common Elements.

6.1.4 The right and power of Developer and the Association, acting separately or together in conjunction with the Township, to establish a special assessment district, which shall run with the land and be binding upon all persons acquiring an interest in the Condominium, to pay for the costs of constructing, maintaining, repairing and replacing one or more of the Common Improvements.

6.1.5 The Storm Sewer System is established to assure the perpetual functioning of the storm water drainage system across the Condominium as described in this Master Deed. A portion of the Storm Sewer System may be located on Units. To maintain the intended function of the Storm Sewer System, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association and applicable governmental authorities.

6.1.6 The right of the Township and other governmental agencies to cure deficiencies in the maintenance of certain Common Elements pursuant to Section 4.4.3 above.

Section 6.2 Easements for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This Section 6.2 shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Owner of the Unit to be burdened by the encroachment or easement.

Section 6.3 Utility Easements. Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Condominium as set forth on Exhibit B. Developer hereby declares permanent and perpetual non-exclusive easements to the Township, Washtenaw County and all other governmental authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and through all Roads and the other Common Improvements for the operation, maintenance, repair and replacement of the water supply system, Sanitary Sewer System, Storm Sewer System, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, as required to service the Proposed Future Development Area, including, without limitation, all water, gas, electric, storm sewer and sanitary sewer lines. These easements shall run with land in perpetuity and are applicable to all five Construction Phases of the Condominium as set forth on Exhibit B. Developer has no financial obligation to support such easements. Developer has or may enter into separate easement and other agreements with the Township, other governmental authorities or utility companies for sewer, water and utility purposes, including but not limited to the Development Agreement, the terms of which are incorporated herein by reference.

Section 6.4 Developer's Reservations for the Benefit of the Proposed Future Development Area. Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the Roads, Pathways and walks in the Condominium and permanent easements to use, tap into, enlarge and extend the Roads, Sanitary Sewer System, Storm Sewer System, and all walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Proposed Future Development Area, whether or not added to the Condominium, and any other land in the vicinity of the Condominium now owned or hereafter acquired by Developer, Developer's affiliates or their successors or assigns. These easements shall run with the land in perpetuity and shall survive the six-year period for adding the Proposed Future Development Area to the Condominium. The Developer has no financial obligation to support such easements, except that any dwelling unit using the some or all of the Common Improvements, if such unit is not included within the Condominium, shall pay a share of the expense of maintenance, repair and replacement of each

Common Improvements utilized, which share shall be determined pro rata according to the total number of dwelling units using the Common Improvement.

Section 6.5 Association Easements. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Condominium for access to the Units, Sanitary Sewer System, Storm Sewer System and other utilities, and the exterior of each of the dwellings built in the Condominium to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Owner is solely responsible for maintenance of the exterior of all structures and improvements within an Owner's Unit as set forth in Article 4 above. In the absence of performance by the Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and landscaping. If such work is performed upon a Unit by the Association, the Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Condominium for access to and maintenance of those Common Elements of the Condominium for which the Association may from time to time be responsible.

Section 6.6 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.7 Easements for Maintenance, Repair and Replacement of Utilities. Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. 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 controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.8 Road and Utility Easements; Emergency Access. Easements are established for the benefit of the Condominium, the Proposed Future Development Area, the Developer, the Association, all Unit Owners, and applicable governmental authorities (including but not limited to the Washtenaw County Road Commission) for roadway purposes over, across and within the Roads in the Condominium. Developer reserves the right at any time during the Construction and Sales Period to grant easements for private or public utilities, highway or other purposes, over, under and across the Condominium and other parcels adjacent to the Condominium, to facilitate development of the Condominium, to appropriate governmental agencies, persons or public or private utility companies, and to dedicate easements for or transfer title to utilities to state, county or local governments. Developer also reserves the right to amend, expand or contract such easement areas. Any such easement or title may be conveyed by Developer without the consent of any Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All Owners and mortgagees of Units and other persons interested in the Condominium from time to time are

deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easements or transfer of title. After certificates of occupancy are issued for dwellings in 100% of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association.

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

Section 6.9 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or 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.

Section 6.10 Easements for Maintenance of Sanitary and Storm Sewer Systems. The Association, Developer, Washtenaw County and Scio Township, and their respective contractors, employees, agents and assigns, are hereby granted a permanent and irrevocable easement to enter in, over, under and through the Common Elements and in, over, under and through each Unit in the Condominium for the purpose of inspecting, improving and maintaining the Sanitary Sewer System and Storm Sewer System, or any portion thereof, including but not limited to those portions of the Storm Sewer System located in the Roads. A portion of the Sanitary Sewer System and Storm Sewer System may be located on Units. The Association shall be responsible for maintenance of the Storm Sewer System of the Condominium in accordance with the requirements of this Master Deed and applicable governmental authorities, and the cost of such maintenance shall be assessed to the owners of the Units through the Association as described in the Bylaws. The area of the Condominium that contains any part of the Sanitary Sewer System or Storm Sewer System shall be maintained by the Association in a manner so as to be accessible at all times and shall contain no structures or improvements that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the express written consent of the Office of the Washtenaw County Water Resources Commissioner and Scio Township. In addition, the Storm Sewer System shall be subject to a perpetual and permanent easement in favor of the Office of the Washtenaw County Water Resources Commissioner (referred to in this Section, together with any drainage district established with respect to the Condominium, as "grantee"), and grantee's successors, assigns and transferees in, over, under and through the Condominium Property, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

6.10.1 The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with, any type of drainage facilities or storm drains, in any size, form, shape or capacity.

6.10.2 The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit for the purposes identified in subsection (a), above.

6.10.3 No Owner in the Condominium shall build or convey to others any permission to build any permanent structures on the said easement.

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

6.10.5 The grantee and its agents, contractors and designated representative shall have the right of entry on, and to gain access to, the easement property.

6.10.6 All Owners in the Condominium release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise rising from or incident to the exercise by grantee of its rights under the said easement, and all Owners covenant not to sue grantee for any such damages.

Section 6.11 Pathways. All Pathways within the Development are restricted to pedestrian, non-motorized traffic and shall be private. Pathways are intended to be maintained as natural woodchip paths and to be governed by the Open Space Maintenance Agreement.

Section 6.12 Further Rights Reserved to Developer. During the Construction and Sales Period the Association may not install, operate, maintain, repair, or replace any utilities in the General Common Elements without the prior written approval of Developer, which approval Developer may withhold in its sole discretion. Developer further reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements as may be necessary or desirable: (i) meet governmental requirements, (ii) in furtherance of the coordinated maintenance and operation of the entire development, (iii) for utility, drainage, conservation, street, safety or construction purposes and (iv) for any purposes consistent with the development of the Condominium, and all persons acquiring any interest in the Condominium, including, without limitation, all Owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, the foregoing right and power may be exercised by the Association. Developer further reserves easements over the land described in Article 2 above for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Condominium and the Proposed Future Development Area.

Section 6.13 Environmental Matters. You are encouraged to review a copy of the Access Agreement and Restrictive Covenants affecting the Property which are defined and referred to in Article 3 above. The Access Agreement and Restrictive Covenants provide for access to the Condominium by the party responsible for groundwater contamination for the purposes of facilitating the cleanup and future monitoring and testing of the Property until the MDEQ determines that such activities are no longer necessary, and to place restrictions upon the use of the Property to avoid future environmental issues. The Restrictive Covenants also release the responsible party from liability related to the groundwater contamination except for any liability arising in connection with its access to the Property. While it is expected that all permitted activities under these recorded instruments will be unobtrusive. Developer can

make no warranty or give any assurances that such will be the case.

Section 6.14 Grant of Easement to ScioView. The Association declares, grants and conveys to the ScioView Homeowners Association and each of its co-owners a non-exclusive perpetual easement for access to and for the use of all Open Space Areas, Roads and Pathways as shown on the Plan attached as Exhibit B.

ARTICLE 7 AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Owners in the A.I.R. Housing Homeowners Association, and the Township pursuant to Section 7.7 below, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified in any material manner without the written consent of the Owner, except as otherwise expressly provided in this Master Deed, including determining the exact location and dimensions of any Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Associations of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgagee shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

7.2.1 The termination of the Condominium Project.

7.2.2 A change in the method of formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

7.2.3 A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

7.2.4 The elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the mortgagee's mortgage, or reallocation of responsibility for obtaining or maintaining such insurance from the Association to the Unit subject to the mortgagee's mortgage.

7.2.5 The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

7.2.6 The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Condominium.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of an Owner and of a mortgagee, in which event Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Condominium for other than voting purposes may not be modified without the consent of each affected Owner and Mortgagee, and an Owner's Unit dimensions or any appurtenant Limited Common Elements, may not be modified without the consent of each affected Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. Subject to the provisions of Section 7.2 above, the Condominium may not be terminated, vacated, revoked or abandoned without the written consent of eighty percent (80%) of all Owners in the A.I.R. Housing Homeowners Association.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8 and Article 9 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the prior written consent of Developer.

Section 7.7 Township Approval. Notwithstanding anything to the contrary in this Master Deed, no amendment to this Master Deed that effects the rights, remedies or obligations of the Township shall be effective unless and until such amendment is approved in writing by the Township. Pursuant to the Development Agreement, Township approval is required for any amendment to this Master Deed. All amendments to this Master Deed shall be delivered to the Township within thirty (30) days of recording at the office of the Washtenaw County Register of Deeds.

Section 7.8 Consent of County Officials. The rights granted to the Washtenaw County Drain Commissioner, the grantee, and their successors and assigns, under Article 6, Section 6.9 of this Master Deed and this Article 7, Section 7.8 may not be amended without the express written consent of the respective grantee. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors and assigns.

Section 7.9 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4, 7.7 and 7.8 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.9.1 To modify the sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to an Owner so long as such modification complies with the requirements of applicable governmental authorities and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to an Owner.

7.9.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.9.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or

Bylaws, or to correct errors in the boundaries or location of improvements.

7.9.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.9.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.9.6 To make, define or limit easements affecting the Condominium.

7.9.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.9.8 To convert the Condominium as set forth in Article 8 below.

7.9.9 To expand the Condominium as provided in Article 9 below.

7.9.10 To contract the Condominium as provided in Article 10 below.

The amendments described in this Section 7.9 may be made without the consent of Owners or mortgagees, but are subject to Sections 7.7 and 7.8. The rights reserved to Developer under this Section may not be amended except with the prior written consent of the Developer.

ARTICLE 8 **CONVERSION OF CONDOMINIUM**

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which the Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article 8. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas, subject to the approval of the Township pursuant to Section 7.7 of Article 7. No additional Units may be created in the Convertible Area, but Units may be expanded, modified or decreased as provided in this Article 8. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Condominium, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements. Provided, however, no portion of a Unit shall be converted without the consent of the Owner of such Unit.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this

Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 8.4 Consent Not Required. The consent of any Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. All of the Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer 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 thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 8 shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article 8, subject to the approval of the Township pursuant to Section 7.7 of Article 7.

ARTICLE 9 **EXPANSION OF CONDOMINIUM**

Section 9.1 Proposed Future Development Area. The Condominium established pursuant to this initial Master Deed consists of 26 Duplex Units, and is an expandable Condominium under the Act which may be expanded to include an additional 36 Duplex Units and which will contain a maximum of 62 Units. Additional Units, if any, will be constructed upon all or portions of the following described land (referred to in this Master Deed and on the Plan as the "Proposed Future Development Area"):

DESCRIPTION OF A 10.851 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the Southwest corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N01°21'38"W 2694.29 feet (recorded as N00°52'00"E and platted as N01°13'33"E) along the West line of said Section 26 and the East line of "Saginaw Greens East Subdivision", recorded in Liber 27 of Plats, Pages 92 thru 96, Washtenaw County Records and its Southerly extension thereof to

the West 1/4 corner of said Section 26; thence N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 2683.29 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S01°24'26"E (recorded as S00°49'08"W) 971.68 feet along the North-South 1/4 line of said Section 26; thence S87°48'41"W 345.02 feet for a **PLACE OF BEGINNING**; thence continuing S87°48'41"W 949.87 feet; thence N28°08'37"E 207.27 feet; thence 104.54 feet along the arc of a 265.50 foot radius circular curve to the left, with a chord bearing S76°48'33"E 103.87 feet; thence N04°04'08"E 48.47 feet; thence N00°18'54"E 97.58 feet; thence N48°27'32"W 73.90 feet; thence N01°52'05"W 331.46 feet; thence N88°37'02"E 65.05 feet; thence 20.29 feet along the arc of a 13.00 foot radius circular curve to the right, with a chord bearing S46°38'44"E 18.29 feet; thence S01°55'35"E 99.71 feet; thence N88°33'00"E 647.62 feet; thence N01°25'22"W 92.33 feet; thence N88°36'06"E 75.90 feet; thence S00°51'36"E 648.96 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing 10.851 acres of land, more or less, being subject to easements, conditions, restrictions, and exceptions of record, if any, being a part of Tax Parcel Identification # H-02-26-300-017
 on 2017 Onondaga County, Sullivan, Sec 26.

Section 9.2 Increase in Number of Units. Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Condominium may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by up to 36 Duplex Units by the addition to this Condominium of all or any portion of the Proposed Future Development Area. The location, size, and configuration and permitted uses of all such additional Units that may be located in the Proposed Future Development Area shall be determined by the Developer in its sole discretion, subject to Township approval. If the Condominium is expanded to include all or part of the land described in Section 9.1, all of the land and Units in the area added to the Condominium will be devoted to residential use as described in Section 4.6 of this Master Deed.

Section 9.3 Expansion Not Mandatory. Nothing in any way obligates the Developer to enlarge the Condominium beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Proposed Future Development Area as a separate condominium project or projects. There are no restrictions on the Developer's ability to expand the Condominium other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium all or any portion of the Proposed Future Development Area described in this Article 9 nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 9.4 Amendment of Master Deed and Modification of Percentages of Value. The expansion of the Condominium shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article 5, in order to reflect a total value of one hundred (100%) percent for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Condominium.

Section 9.5 Redefinition of Common Elements. Any amendments to the Master Deed for the purpose of expanding the Condominium shall contain such further delineations of General and Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), with the approval of the Township pursuant to Section 7.7 of Article 7, 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 and utilities in the Condominium to any roadways and utilities that may be located on, or planned for the Proposed Future Development Area, and to provide access to any Unit that is located on, or planned for the Proposed Future Development Area from the roadway serving the Condominium.

Section 9.6 Consolidating Master Deed. If the Condominium is expanded, a Consolidating Master Deed shall be recorded if required by the Act when the project is finally concluded as determined by the Developer pursuant to Section 3.10 above, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 9.7 Consent of Interested Persons. All of the Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article 9 and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any portion of this Master Deed and Exhibits.

ARTICLE 10 **CONTRACTION OF CONDOMINIUM**

The Condominium is established as a contractable condominium in accordance with the provisions of this Article and the Act:

Section 10.1 Right to Contract. The project established by this Master Deed consists of 26 Duplex Units and may, at the election of the Developer, be contracted to a minimum of two Units.

Section 10.2 Withdrawal of Units. The number of Units in the Condominium may, at the Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the land described in Article 2. However, no Unit that has been sold or is the subject of a binding purchase agreement may be withdrawn without the consent of the owner or purchase and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the percentages of value for Units in the Condominium in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the percentages of value. Other than as provided in this Article 10, there are no restrictions or limitations on Developer's right to withdraw land from the Condominium or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the land remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Condominium with reasonable access and utility service to the Units.

Section 10.3 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Condominium, nor is there any obligation to withdraw portions of the Condominium in any particular order or to construct particular improvements on any withdrawn land. Developer may, in its discretion, establish all or a portion of the land withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn land will not be detrimental to the adjoining Condominium.

Section 10.4 Amendments to the Master Deed. A withdrawal of land from this Condominium by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any owner, mortgagee or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the percentages of value assigned by Article 5 to preserve a total value of 100 percent for the entire Condominium resulting from any amendment.

Section 10.5 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Condominium and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Condominium or affecting the balance of the Condominium, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Condominium.

Section 10.6 Undeveloped Land. In addition to the reserved right to contract enumerated above, pursuant to MCL 559.167, for ten years after the recording of the Master Deed the Developer, its successors, or assigns may withdraw from the project any undeveloped land or convert the undeveloped Condominium Units located thereon to "must be built" without the prior consent of any co-owners, mortgagees of Condominium Units in the project, or any other party having an interest in the project. If the Master Deed confers on the Developer expansion, contraction, or convertibility rights with respect to Condominium Units or Common Elements in the condominium project, then the time period is 10 years after the recording of the Master Deed or 6 years after the recording of the amendment to the Master Deed by which the Developer last exercised its expansion, contraction, or convertibility rights, whichever period ends later. Any undeveloped land so withdrawn is automatically granted easements for utility and access purposes through the condominium project for the benefit of the undeveloped land.

Section 10.6.1 If the Developer does not withdraw undeveloped land from the project or convert undeveloped Condominium Units to "must be built" before expiration of the applicable time period under Section 10.6, the Association of co-owners, by an affirmative 2/3 majority vote of the members in good standing, may declare that the undeveloped land shall remain part of the project but shall revert to general common elements and that all rights to construct Condominium Units upon that undeveloped land shall cease. When such a declaration is made, the Association of co-owners shall provide written notice of the declaration to the Developer or any successor developer by first-class mail at its last known address. Within 60 days after receipt of the notice, the Developer or any successor developer may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built". However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association of co-owners may file the notice of the declaration with the register of deeds. The declaration takes effect upon recording by the register of deeds. The Association of co-owners shall also file notice of the declaration with the local supervisor or assessing officer. In such an event, if it becomes necessary to adjust percentages of value as a result of fewer Condominium Units existing, a co-owner or the Association of co-owners may bring an action to require revisions to the percentages of value under section 95.

Section 10.6.2 A reversion under Section 10.6.1, whether occurring before or after the 2016 amendment to MCL 559.167, is not effective unless the election, notice, and recording requirements of Section 10.6.1 have been met.

Section 10.6.3 Sections 10.6 and 10.6.1 do not apply to condominium units no longer owned by the Developer or by the owner of the property at the time the property became part of the condominium project, unless the purchaser from the Developer or owner of the property at the time the property became part of the condominium project is a successor developer under Section 135 of the Act.

Section 10.6.4 As used in this section, "undeveloped land" means land on which were recorded 1 or more condominium units, none of which were either identified in the condominium subdivision plan as "must be built" or have had construction commenced, although infrastructure construction or common element construction may have commenced. Undeveloped land does not include condominium units that are depicted or described on the condominium subdivision plan pursuant to Section 66 of the Act as containing no vertical improvements.

ARTICLE 11
DEVELOPMENT AGREEMENT

The Condominium is part of a Planned Unit Development approved by the Township as provided in the Development Agreement. Accordingly, the provisions of this Master Deed, including the Bylaws, shall be subject to the provisions of the Development Agreement. In addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed that conflict with the terms of the Development Agreement require the prior approval of the Township.

ARTICLE 12
ASSIGNMENT

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

Dated: May 3, 2017

DEVELOPER:


SCIOVIEW Development AIR LLC, a
Michigan limited liability company

By Linda Smith
Linda Smith

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this 3 day of May, 2017, the foregoing Master Deed was acknowledged before me by Linda Smith, the Manager of ScioView Development AIR LLC, a Michigan limited liability company.



David E. Norton, Notary Public
Acting in Washtenaw County, Michigan
My Commission Expires: 10/10/2018

DAVID E. NORTON
Notary Public, Washtenaw County, Michigan
Acting in Washtenaw County, Michigan
My Commission Expires October 10, 2018

Drafted by:

Michael J Concannon
cch law
1785 W. Stadium Blvd Ste 202
Ann Arbor, MI 48102

Return to:

SciView Development AIR, LLC
✓ 600 S Wagner Rd.
ste 150
Ann Arbor, MI 48102

Exhibit A

**A.I.R. HOUZING AT SCIOVIEW
BYLAWS**

**ARTICLE 1
ASSOCIATION OF A.I.R. OWNERS**

Section 1.1 Formation; Membership.

1.1.1 A.I.R. Houzing, a single family residential site Condominium located in Scio Township, Washtenaw County, Michigan, shall be administered by A.I.R. Houzing Home Owners Association, an organization of Owners, ("A.I.R. Owners") which is a non-profit corporation (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 Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the A.I.R. Houzing Condominium Bylaws referred to in the Master Deed as Exhibit "A" and required by Section 3(9) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Nonprofit Corporation Act.

1.1.2 Each A.I.R. Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. The Developer shall be considered the initial Owner of all Units in the Condominium for all purposes.

1.1.3 Except as provided in the preceding sentences, the share of an A.I.R. Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the A.I.R. Owner's Unit. 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 A.I.R. Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All A.I.R. Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Condominium shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict between the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

**ARTICLE 2
ASSESSMENTS**

Section 2.1 Assessments Against Units and A.I.R. Owners. 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 A.I.R. Owners in accordance with the following provisions of this Article 2.

Section 2.2 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any, improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements and easements for which the Association has improvement, repair, reconstruction, insurance or maintenance responsibility or the administration of the Condominium and charges relating to insurance, repairs, improvement, reconstruction or maintenance of the Common Elements and easement areas of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the A.I.R. 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 2.3 Determination of Assessment. Assessments shall be determined in accordance with the following provisions:

2.3.1 Budget and General Assessment. 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. 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 monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Condominium, the Association 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 the budget shall be delivered to each A.I.R. Owner and the periodic assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each A.I.R. Owner shall not affect or in any way diminish the liability of any A.I.R. Owner for any existing or future periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors, that the periodic assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium's operation and management of the Condominium to provide for repairs or replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars in the aggregate, annually, or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without A.I.R. Owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the

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

2.3.2 Special Assessment. Special assessments, in addition to, those required in subparagraph 2.3.1 above, may be made by the Board of Directors from time to time and approved by the A.I.R. 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 Ten Thousand (\$10,000) Dollars for the entire Condominium per year, (2) assessments described in Section 2.7 below to purchase a Unit upon foreclosure of the lien for assessments, or (3) assessments for any other appropriate purpose not elsewhere herein described that could not be covered by the annual assessment. Special assessments referred to in this subparagraph 2.3.2 (but not including those assessments referred to in subparagraph 2.3.1 above, which shall be levied in the sole discretion of the Board of Directors), shall not be levied without the prior approval of more than sixty (60%) percent of all A.I.R. Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

2.3.3 Remedial Assessments. If any A.I.R. Owner fails to properly maintain or repair such A.I.R. Owner's Unit in accordance with the provisions of Article 4 of the Master Deed and Article 6 of these Bylaws, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium as a whole, or the safety, health or welfare of the other A.I.R. Owners of the Condominium, the Association may, following notice to such A.I.R. Owner, take any actions reasonably necessary to maintain or repair the A.I.R. Owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Unit and the A.I.R. Owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the A.I.R. Owners to cover expenses of administration shall be apportioned among and paid by the A.I.R. Owners in accordance with the percentage of value allocated to each Unit in Article 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.4 .1 above shall be payable by A.I.R. Owners quarterly unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means: The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of twenty five (\$25.00) Dollars 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 assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are 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. In addition, each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. All A.I.R. Owner payments shall be applied first against late charges, fines, attorney fees (also including attorney's fees and expenses incurred in connection with the A.I.R.

Owner's bankruptcy proceedings or probate proceedings), expenses of collection and costs, advances, taxes or other liens paid by the Association to protect its lien, interest, and thereafter against assessments in order of oldest delinquency. Each A.I.R. 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 A.I.R. Owner is the A.I.R. Owner thereof. In addition to an A.I.R. 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. In addition to an A.I.R. Owner who is also a Limited Liability Company (LLC), the individual member(s) of the LLC, or the individual members of an LLC member, 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 Unit which are levied up to and including the date upon which the LLC acquired the interest in the Unit.

Section 2.5 Waiver of Use or Abandonment of Units. No A.I.R. Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the A.I.R. Owner's Unit or because of uncompleted repair work or the failure of the Association to provide services and/or management to the Condominium or to the A.I.R. Owner.

Section 2.6 Liens for Unpaid Assessments. Sums assessed to an A.I.R. Owner by the Association that are unpaid together with interest on such sums, collection and late charges, costs, advances made by the Association for taxes or other liens to protect the Association's lien, actual attorney's fees (not limited to statutory fees), and fines in accordance with the Condominium Documents, constitute a lien upon the Unit or Units in the Condominium owned by the A.I.R. Owner at the time of the assessment before other liens except tax liens on such Unit or Units in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien recorded as set forth in M.C.L. 559.208(3) have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each Unit owned by the A.I.R. Owner shall be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the A.I.R. Owner but which became due while the A.I.R. Owner had title to the Units. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium on behalf of the other A.I.R. Owners. All charges which the Association may levy against any A.I.R. Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

2.7.1 Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both. Pursuant to Section 139 of the Act, no A.I.R. 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 A.I.R. Owner. In the event of default by any A.I.R. Owner in the payment of any installment of the annual assessment levied against such A.I.R. Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an A.I.R. Owner in default upon seven (7) days' written notice to such A.I.R. Owner of the Association's intention to do so. An A.I.R. Owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any A.I.R. Owner of ingress or egress to and from such A.I.R. Owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the A.I.R. Owner thereof or any persons claiming under such A.I.R. Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

2.7.2 Foreclosure Proceeding. Each A.I.R. 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 the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association, acting on behalf of all A.I.R. Owners, may bid in at the foreclosure sale, and acquire the Unit upon passage of a special assessment as provided in Section 2.3.2 above. Further, each A.I.R. 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 hold, mortgage, lease, sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each A.I.R. Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit such A.I.R. Owner was notified of the provisions of this subparagraph and that the A.I.R. Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all A.I.R. Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

2.7.3 Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent A.I.R. Owner(s) at the last known address of such A.I.R. Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the A.I.R. Owner(s) of record. Such affidavit shall be recorded in the office of the Washtenaw County Register of Deeds prior

to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten-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 A.I.R. Owner and shall inform the A.I.R. Owner that he/she may request a judicial hearing by bringing suit against the Association.

2.7.4 Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, expenses of collection, costs, late charges, actual attorney's fees (not limited to statutory fees and attorney's fees and expenses incurred in connection with the A.I.R. Owner's bankruptcy proceedings) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the A.I.R. Owner in default and shall be secured by the lien on the A.I.R. Owner's Unit. In the event of default by any A.I.R. Owner in the payment of any installment of the annual assessment levied against the A.I.R. Owner's Unit, and/or in the event of default by any A.I.R. Owner in the payment of any installment and/or portion of any additional or special assessment levied against the A.I.R. Owner's Unit, or any other obligation of an A.I.R. Owner which, according to these Bylaws, may be assessed to and collected from the responsible A.I.R. Owner in the manner provided in Article 2 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 additional or special assessment, if applicable, immediately due and payable which shall also be secured by the lien on the A.I.R. Owner's Unit. In the event of the occurrence of a foreclosure sale by the Association, the A.I.R. Owner shall be also liable for assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

Section 2.8 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the to the acquisition of title to the Unit, except for (a) 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 and (b) assessments that have priority over the first mortgage as provided in Section 108 of the Act. In the event of foreclosure, the date of acquisition of title is deemed to be the date of the foreclosure sale, and the purchaser, its successors and assigns, shall be liable for the assessments or charges levied by the Association that remain unpaid on the Unit.

Section 2.9 Developer's Responsibility for Assessment. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance, repair and use of the Units in the Condominium and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Condominium. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments or purposes, except with respect to Units that are owned by Developer which

contain a completed and occupied residential Residences. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. The Developer, or any successor developer, from time to time during the Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expenses, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet completed and occupied Units. In the event that the Developer, or any successor developer, does so, it may earn and receive a reasonable rate of interest upon the moneys loaned and advanced which shall not exceed a market rate of interest. Promptly after the Transitional Control Date, the Developer, or any such successor developer, as applicable, shall furnish to the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior to the Transitional Control Date for principal or interest in respect of any such loan.

Section 2.10 Property Taxes and Special Assessment. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax and Special 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 A.I.R. Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied. Provided, however, the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs 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 and Related Costs 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.

ARTICLE 3
JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Judicial Claims and Action. Actions on behalf of and against the A.I.R. Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all A.I.R. Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the A.I.R. Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the A.I.R. Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each A.I.R. Owner shall have standing to sue to enforce the requirements of this Section. The Developer shall be entitled to enforce the provisions of this Article 3, regardless of whether Developer owns any Units. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

3.1.1 Board of Director's Recommendation to A.I.R. Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the A.I.R. Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

3.1.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the A.I.R. Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the A.I.R. Owners of the date, time and place of the litigation evaluation meeting shall be sent to all A.I.R. Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(A) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(B) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and home A.I.R. Owner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(C) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(D) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(E) The litigation attorney's proposed written fee agreement.

(F) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

3.1.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the A.I.R. Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all A.I.R. Owners with the written notice of the litigation evaluation meeting.

3.1.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the A.I.R. Owners in the text of the Association's written notice to the A.I.R. Owners of the litigation evaluation meeting.

3.1.5 A.I.R. Owner Vote Required; Quorum. At the litigation evaluation meeting the A.I.R. Owner shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of all A.I.R. Owners (not just those present at the meeting). Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

3.1.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the A.I.R. Owners of the Association ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article 3. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by 60% of all A.I.R. Owners of the Association as described in Section 2.3.2 above in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the A.I.R. Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the A.I.R. Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

3.1.7 Attorney's Written Report. During the course of any civil action authorized by the A.I.R. Owners pursuant to this Section, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(A) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(B) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(C) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(D) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(E) Whether the originally estimated total cost of the civil action remains accurate.

3.1.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (A) The status of the litigation.
- (B) The status of settlement efforts, if any.
- (C) The attorney's written report.

3.1.9 Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the A.I.R. Owners, the Board of Directors shall call a special meeting of the A.I.R. Owners to review the status of the litigation, and to allow the A.I.R. Owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

3.1.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to A.I.R. Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 3.2 A.I.R. Owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer- appointed Directors, for any reason, shall be subject to approval by a majority vote of all A.I.R. Owners in accordance with this Article 3 and notice of such proposed action must be given in writing to all A.I.R. Owners in accordance with Article 8. Such vote may only be taken in a meeting of the A.I.R. Owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article 8.

ARTICLE 4 **INSURANCE**

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workers' compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary, pertinent to the A.I.R. Ownership, use and maintenance of the General Common Elements of the Condominium, and any Limited Common Elements that are the responsibility of the Association to insure pursuant to Article 4 of the Master Deed, and such insurance, shall be carried and administered in accordance with the following provisions. The A.I.R. Owner of a Unit shall be responsible for insurance on such A.I.R. Owner's Unit and its appurtenant Limited Common Elements, if any, which are the A.I.R. Owner's responsibility to maintain pursuant to Article 4 of the Master Deed.

4.1.1 Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the A.I.R. 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 A.I.R. Owners.

4.1.2 Insurance on Common Elements. Subject to Section 4.3 of the Master Deed, all General Common Elements of the Condominium if insurable shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total destruction of the General Common Elements if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all A.I.R. Owners upon request and reasonable notice during normal business hours so that A.I.R. Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all A.I.R. Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 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 A.I.R. Owners and their mortgagees, as their interests may appear. Provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each A.I.R. Owner, by A.I.R. Ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the A.I.R. Owner's 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 Common Elements and, in the circumstances

provided in Section 4.3 below, the Unit. 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 therefore, to collect insurance proceeds and to distribute the same to the Association, the A.I.R. Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to use the proceeds for required repairs and reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such A.I.R. Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of A.I.R. Owners. Each A.I.R. Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such A.I.R. Owner's Unit and all other buildings, improvements, upgrades or additions located, constructed or to be located or constructed within the A.I.R. Owner's Unit, together with any Limited Common Elements appurtenant to the A.I.R. Owner's Unit, except to the extent otherwise provided in the Master Deed, whether located within or outside the perimeter of the Unit, and for the A.I.R. Owner's personal property located thereon or elsewhere on the Condominium. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. All such insurance shall be carried by each A.I.R. Owner in an amount equal to the maximum insurable replacement value, excluding any applicable foundation and excavation costs. In the event of the failure of an A.I.R. Owner to obtain such insurance, the Association may, but is not obligated to, obtain such insurance on behalf of such A.I.R. Owner and the premiums therefore shall constitute a lien against the A.I.R. Owner and the A.I.R. Owner's Unit which may be collected from the A.I.R. Owner in the same manner that Association assessments are collected in accordance with Article 2. Each A.I.R. Owner also shall be obligated to obtain insurance coverage for the A.I.R. Owner's personal liability for occurrences within the A.I.R. Owner's Condominium Unit or within the improvements, upgrades, additions or structure located thereon and on any Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right of Subrogation. The Association, as to all policies which it obtains, and each A.I.R. Owner, as to all policies each A.I.R. Owner obtains, shall use their best efforts to cause all property and liability insurance carried by the Association or any A.I.R. Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any A.I.R. Owner or the Association.

Section 4.5 Indemnification. Each individual A.I.R. Owner shall indemnify and hold harmless every other A.I.R. Owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other A.I.R. 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 A.I.R. Owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual A.I.R. Owner.

ARTICLE 5
RECONSTRUCTION OR REPAIR

Section 5.1 Determination to Reconstruct or Repair. The Association shall be responsible for the repair of the exterior of all individual A.I.R. Owner's Units and the Limited and General Common areas in the A.I.R. Housing development. If any part of the Condominium shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless not less than eighty percent (80%) in number of the A.I.R. Owners entitled to vote as of the record date for said vote determine that the Condominium shall be terminated, and not less than sixty-six and two-thirds percent (66-2/3%) of the institutional holders of a first mortgage lien on any Unit have given their prior written approval to such termination.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or appurtenant Limited Common Elements or any improvements thereon, the A.I.R. Owner of such Unit and the Association jointly, shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such A.I.R. Owner and the Association, shall be responsible for any reconstruction or repair that such A.I.R. Owner and the Association elects to make. The A.I.R. Owner and Association shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with Washtenaw County unless the A.I.R. Owners unanimously decide otherwise.

Section 5.3 A.I.R. Owner Responsibility for Repair. Each A.I.R. Owner shall be solely responsible, for the decoration, maintenance, reconstruction and repair of the interior of the A.I.R. Owner's Unit. The Association shall be responsible for the maintenance, reconstruction and repair (subject to 5.1.2 above), of the exterior of the Units and the limited and general common areas, including, but not limited to, the grounds, landscaping, dwelling structure (exterior only), the public sidewalk and any other approved structures and improvements thereon. The Association shall be responsible for the removal of snow and ice from drives and walks located on the Units as soon as possible after snowfall, subject to any additional snow removal regulations as may be established from time to time by the Board of Directors pursuant to Article 6, Section 6.31.8, of these Bylaws. The Association shall also be responsible for maintenance, repair and replacement of the driveway, lawn and landscaping in the area located between the Unit owned and adjacent street pavement, as provided in Article 4, Section 4.3.1 of the Master Deed. In the event that damage is to the grounds, landscaping, dwelling structure or other improvement constructed within the perimeter of a Unit which it is the responsibility of an A.I.R. Owner to reconstruct, maintain, repair and replace, the A.I.R. Owner shall reconstruct, maintain, repair or replace the damaged grounds, landscaping, dwelling structure or other improvement in accordance with this Article, the architectural control provisions of Article 6 below, and, except insofar as modified thereby, the architectural plans on file with Washtenaw County. If and to the extent that the grounds, landscaping,

dwelling, structure or other improvement to the Unit and/or Common Element is covered by insurance held by the Association for the benefit of the A.I.R. Owner, the A.I.R. Owner shall be entitled to receive the proceeds of insurance relative thereto and, if there is a mortgage endorsement, the proceeds shall be payable to the A.I.R. Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit, dwelling structure or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium. In the event that an A.I.R. Owner fails or neglects to maintain the interior components of his dwelling or any other structure, improvement or landscaping located on the A.I.R. Owner's Unit, for which the A.I.R. Owner is responsible, pursuant to Article 4 of the Master Deed, in an aesthetic and/or harmonious manner in conformity with such rules and regulations as may from time to time be established in duly adopted regulations promulgated by the Board of Directors pursuant to its authority set forth in Article 6, Section 6.31& of these Bylaws, the Association shall be entitled to effect such maintenance to the dwelling structure, other improvement and/or Unit and to assess the A.I.R. Owner the costs thereof and to collect such costs as part of the assessments under Article 2 of these Bylaws.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above or in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the exterior of the Units and the Limited and General Common Elements. In no event shall the Association be responsible for any damage to the interior of a Unit, dwelling structure or other improvement, for which the Unit A.I.R. Owner is responsible, pursuant to Article 4 of the Master Deed, the contents of the dwelling or any personal property of the A.I.R. Owner or another person while located upon the Condominium Premises. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to 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 costs 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, special assessment shall be made against all A.I.R. Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Nothing contained in this Section 5.4 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.5 Timely Reconstruction and Repair. If damage to any of the Common Elements, or to a Unit and/or the dwelling structure or other improvement constructed therein, adversely affects the appearance of the Condominium, the Association or A.I.R. Owner, as applicable, who is responsible for the reconstruction, repair and maintenance thereof shall proceed with repair or replacement of the damaged property without delay and shall complete such repair or replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) by eminent domain, the award for such taking shall be paid to the A.I.R. Owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the A.I.R. Owner and the A.I.R. Owner's mortgagee, they shall be divested

of all interest in the Condominium. In the event that any condemnation award shall become payable to any A.I.R. Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the A.I.R. Owner and the A.I.R. Owner's mortgagee, as their interest may appear.

5.6.2 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 A.I.R. Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of two-thirds (2/3rds) or more of the A.I.R. Owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If the Association is directed by the requisite number of A.I.R. Owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all A.I.R. Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the A.I.R. Owners representing two-thirds (2/3rds) or more of the total percentages of value of all A.I.R. Owners qualified to vote shall be binding on all A.I.R. Owners.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining A.I.R. Owners based upon the continuing value of the Condominium as one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any A.I.R. Owner or other person having any interest whatever in the Condominium, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) 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 that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request by FHLMC or FNMA, 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 Ten Thousand (\$10,000.00) Dollars in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds One Thousand (\$1,000.00) Dollars. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of first mortgages upon Units.

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give an A.I.R. 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 A.I.R. Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6
RESTRICTIONS; ARCHITECTURAL CONTROL

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

Section 6.1 Land and Building Use Restrictions. All Units shall be used for private residential purposes only and no building, except as specifically authorized elsewhere in this Master Deed and Bylaws, shall be erected, re-erected, placed or maintained or permitted to remain on any Unit, except one (1) Residence with a building height not to exceed 35 feet. As used in these Bylaws, building height means the vertical distance measured from grade to the highest point of the roofs. No Residence may exceed two and one-half (2 ½) stories. No other accessory building or structure may be erected in the Condominium without the prior written consent of Builder. Notwithstanding the foregoing, Developer or the Builder designated by Developer may erect and maintain model homes on any Units owned by Developer or a designated Builder until such time as all Units which Developer or the designated Builder own are sold. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Architectural Control. An architectural control process has been established to assure that the Condominium is developed in the highest quality manner consistent with the design goals for the community as described in this Article 6 in order to provide for the development and management of the Condominium as a premier residential community for the highest benefit and enjoyment of its residents. The A.I.R. Housing community is a Planned Community and as such all design choices have been carefully considered, designed and developed by the Developer and Builder. The Condominium was created as an exceptional setting for homes of architectural excellence. These Bylaws are designed to ensure that the Condominium is developed in the highest quality manner in harmony with the natural features and intended character for the community. They provide helpful guidance and instructions to future residents regarding the architectural design, landscape design and construction of their homes. Further, these Bylaws are established to ensure that the community is well maintained, that the value of each Unit is protected, and that the Condominium is an enjoyable, peaceful place to live. No building, structure, landscaping or other improvement shall be erected, constructed, installed or permitted to remain on any Unit or elsewhere in the Condominium unless it complies with the restrictions and requirements of the ordinances of the Township, the Development Agreement and the Condominium Documents, and has been approved in writing by the Developer during the Construction and Sales Period and after that by the Association. No alteration, modification, substitution or other variance from the designs, plans, specifications and other materials that have been approved by the Developer shall be permitted without the Developer's written approval of that variance, regardless of the reason for the variance. Subject to the requirements of Section 6.10 below, The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval to any other person, including Builder or the Association.

Section 6.3 Architectural Design Guidelines. Architectural design goals for the Condominium are intended to promote harmony among the Residences themselves and with the natural features of the surrounding environment. Designs will be reviewed for their compatibility with the design goal for the community. The design and construction requirements and review procedures in the Architectural Design Guidelines provide direction to A.I.R. Owners and Builder in making applications for architectural approval. No approval shall be inconsistent with the Architectural Design Guidelines unless a waiver has been granted in writing by the Township and the Developer, its successors or assigns. Architectural uniqueness and excellence is strongly encouraged. The office of the Developer is available to assist the future A.I.R. Owners in the architectural and landscape design of the individual Residences. A.I.R. Owners are strongly encouraged to involve the Developer in the design process from the earliest stages to take advantage of its expertise and ensure a smooth process. The following guidelines have been established to assist the A.I.R. Owners and builders in the design of homes in the Condominium:

6.3.1 Exterior Building Materials. All Residences shall have one of four front elevations designed by the builder designated by the Developer of the A.I.R. Housing community, Nonagon, Inc. ("Builder"). The architectural designs, details and specifications are set forth in the exhibits ("Design Drawings") attached the Building and Purchase Agreement entered into by and between each A.I.R. Owner and the Builder and incorporated herein by reference. The majority of exterior walls shall be Hardi-plank, painted in one of eight approved colors as set forth in the Design Drawings. Stone shall be permitted on the front elevation as detailed in the design Drawings.

6.3.2 Variation in Front Elevations. No substantially similar front elevation (in both style and color) of any Residence shall be duplicated directly next door to a style and color of an existing Unit unless approved by the Builder. Different designs and colors, shall be used for Residences on adjacent Units to avoid the appearance of repetition.

6.3.3 Exterior Colors. Exterior colors must be chosen from those offered by the Builder. Proposed exterior paint and stain colors shall be submitted to the Developer for approval prior to application.

6.3.4 Architectural Consistency. All exterior facades of the Residences in the Condominium are to be architecturally consistent in style, quality and detailing with the front facade of the Residence.

6.3.5 Roof Material and Pitch. Roof material shall be at set forth in the Design Drawings.

6.3.6 Minimum Residence Sizes.

6.3.6.1 Units. The Units are each designed with no common walls for purposes of fire, acoustics, insurance and warrantability. The Units will be established in a two Unit pod or one ("Duplex Building"). Each Duplex Building is comprised of two individual Units.

6.3.6.2 Livable Floor Area. As used herein, "livable floor area" shall be calculated by measuring from internal wall to internal wall, and shall exclude garages, patios, decks, open porches, terraces, basements, storage sheds and like areas even if attached to the Residence.

Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the Residence. Developer reserves the right, in its sole discretion, to increase the minimum and maximum livable floor area for all unbuilt Residences in the Condominium.

6.3.7 Setbacks. All Residences shall be located within the perimeter of the Unit boundary for each site as shown on the Condominium Subdivision Plan, and in compliance with the Development Agreement.

6.3.8 Garages. All garages shall be attached to the Residence and be able to accommodate two vehicles. Garages shall be side entry with the exception of where the grade of the site will not permit a side entry garage. Garage doors shall be as set forth in the Design Drawings.

6.3.9 Foundations. All street facing exterior facades must provide a covering detail that extends to ground level to cover all block or concrete foundation walls. Foundation vents if used, shall be unobtrusive. Street facing exterior foundations must also be screened by landscaped plantings in conformance with Section 6.4.6 of this Article 6.

6.3.10 Air Conditioners. No window or wall-mounted air conditioners are permitted. All exterior air conditioning equipment shall be located so as to minimize noise to adjacent Residences and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

6.3.11 Sidewalks, Driveways and other Paved Areas. Sidewalks, driveways and other paved areas for vehicular use on a Unit or shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of brick pavers, asphalt or concrete as approved by Developer. Plans for driveways, pavement edging and markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans and comply with the ordinances of the Township and Washtenaw County.

6.3.12 Address Numerals. It is recommended for safety that each home incorporate either an address block constructed of granite, limestone or similar material and containing the carved numerals of the address of the Residence or individual heavy brass numerals appropriately placed in the front exterior area of the Residence.

6.3.13 Mailboxes. A single mailbox design and layout will be specified by the Developer to maintain a consistent, aesthetically pleasing appearance throughout the community. The A.I.R. Owner of each residence shall maintain, repair, and replace, as necessary, the A.I.R. Owner's mailbox and mailbox stand in the areas for mailboxes in the Condominium. All mailboxes shall be of a common type as directed by the Developer, or otherwise approved by the Developer, in writing. All mailboxes shall be located in the public right-of-way on the side of the street that has fire hydrants. An A.I.R. Owner shall not install or maintain a separate receptacle for newspapers, magazines or other similar materials, except as part of the mailbox stand. If an A.I.R. Owner or the A.I.R. Owner's tenant, guest or invitee, or the guest or invitee of the A.I.R. Owner's tenant, damages any mailbox or mailbox stand, such A.I.R. Owner shall be responsible for repairing or replacing the damaged mailbox. If the A.I.R. Owner fails to repair or replace the damaged mailbox, the Association shall repair or replace the damaged mailbox and the A.I.R. Owner shall reimburse the Association for the cost of repairing or replacing the mailbox within ten (10) days after the Association makes written demand for payment. The

Developer, in its sole discretion, has the right to allow temporary mailboxes in the Condominium, for some or all of the Units, until the locations for permanent mailboxes are approved by a representative of the United States Post Office, and permanent mailboxes serving the affected Units are installed. Subject to the input of the United States Post Office, the locations of temporary mailboxes shall be determined by the Developer exercising its sole discretion.

6.3.14 Swimming Pools and Other Structures. Prior to the Transitional Control Date no swimming pools, gazebos, hot tubs, spas or other similar recreational structures ("Recreational Structure") shall be constructed on any Unit, unless approved in writing by the Developer. After the Transitional Control Date, no Recreational Structures shall be constructed on any Unit unless approved in writing by the Association. Any Recreational Structure that has been approved in writing by the Developer or the Association shall be constructed in accordance with the Master Deed and Bylaws and with all applicable local ordinances and/or state laws. No above ground swimming pools are permitted. Recreational Structures, if approved in writing by the Developer or the Association, shall be screened from view of any street lying entirely within the Condominium by evergreen hedge or other visual landscape barrier, as approved in writing by the Developer prior to the Transitional Control Date and the Association thereafter, and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

6.3.15 Decks; Air Conditioning Units. All decks must be located in the rear yard of a Unit. However, decks or related walkways can protrude not more than four feet into any side yards. Decks and any related walkways must comply with all applicable rear or side yard setback requirements imposed by the Development Agreement. No external air conditioning unit shall be placed in or attached to a window or wall of any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

6.3.16 Fences, Walls and Dog Runs. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Unit. Dog kennels or runs or other enclosed shelters for animals are prohibited. "Invisible fencing" type devices may, with the prior approval of the Architectural Control Committee, be installed within individual Units, provided such installation shall be located within the rear portion of the Unit only, with no portion extending beyond the front portion of the residential dwelling structure located upon such Unit. In the event the Developer or the Association approves a swimming pool on a particular Unit, wrought iron fences, consisting of a design and quality sufficient to satisfy local and state laws, shall be permitted in order to enclose the swimming pool area. No other fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer prior to the Transitional Control Date and the Association thereafter.

6.3.17 Intentionally Left Blank

6.3.18 Structures in Easements. No structures of any kind may be placed within any within any easements in the Condominium without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.4 Landscaping Guidelines. Proper landscape design, installation and maintenance is very important in creating an enjoyable, beautiful environment. Good landscape design incorporates the natural attributes of the Unit in terms of topography and existing plantings, and then enhances those features to create an environment most appropriate for the architecture and setting of a particular Residence. Successful landscaping greatly increases the beauty and marketability of a Residence and improves the quality of life for the A.I.R. Owner as well as the entire community. Natural landscaping and trees shall be left in their natural state to the extent practical. Further landscape guidelines are set forth in the Builders Design Drawings.

6.4.1 Planting Materials. Planting materials are to be of a high quality and substantial size to provide a degree of maturity to the appearance of the landscaping immediately upon installation.

6.4.2 Lawn Areas. All areas of a Unit not landscaped with plant materials or hard surfaces or kept as natural wooded areas shall be established as lawn areas by sodding or seeding. Preservation of wooded rear yard areas in their natural condition is strongly encouraged.

6.4.3 Edging and Mulching Materials. The use of natural cut sod edging to define planting beds is strongly encouraged. Edging materials made of steel, aluminum or plastic may be used to define planting beds.

6.4.4 Berms and Boulders. The creation of landscaped berms, boulder outcroppings, raised beds and other creative landscape design is strongly encouraged.

6.4.5 Irrigation. Installation of an underground sprinkler system of each Unit is strongly encouraged.

6.4.6 Landscape Screening. All exterior air conditioning equipment, utility meters and utility boxes must be screened from view from the road and adjacent Residences. The front exterior foundation of each Residence shall be screened by landscape plantings so as to minimize its visibility from the road.

6.4.7 Retaining Walls. All retaining walls shall be of natural stone. Wooden tie, block and unilock type walls are permitted with prior written consent of the Developer.

6.4.8 Landscape Lighting. Subdued lighting which highlights landscaping features and architectural elements is strongly encouraged. Lighting shall be unobtrusive with careful attention given to both high quality lighting fixtures and the effects of the lighting itself.

6.4.9 Completion of Landscaping. Installation of landscaping after completion of exterior is required, weather permitting. In all events, landscape installation shall be completed, meaning finish-graded and suitably planted, within two hundred forty (240) days after the exterior of the Residence has been substantially completed, including the area lying between the sidewalk and the road, except such portion thereof as is used for driveways and walks.

Section 6.5 Preservation of Trees. The Developer's goal is to preserve as many trees as possible within the Condominium and every effort must be made by the A.I.R. Owner of each Unit and their respective Builders to preserve existing trees on a Unit, and to design the location of Residences and other improvements on the Unit in a manner that limits the number of trees to be removed. Clear-cutting or removal of trees from the Unit is not be permitted unless such clearcutting or tree removal is approved in advance and in writing by Developer, and is in compliance with all applicable Township ordinances and this Section. Before commencing construction of a Residence or other Improvement on a Unit, the Unit A.I.R. Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. Trees of all sizes may be cleared and removed from the footprint area of the Residence, provided the Developer has approved the location of the Residence in writing. Each Unit A.I.R. Owner is responsible for maintaining and preserving all large trees on the A.I.R. Owner's Unit that are located outside the approved Residence footprint described above, including trees located on the Side Strip Area (as described in Section 6.1.9).

Section 6.6 Architectural Approval Process. The design of all Residences, alterations, and additions is subject to the Architectural Approval Process as described below. It is the goal of the Developer and Builder to promote residential architecture of the highest caliber while preserving and enhancing the natural attributes of the Units to the greatest extent possible. The Developer and Builder will not permit any deviance or any material nature from the Design Drawings created by the Builder. From and after the date of the Developer's assignment pursuant to Section 6.10 below, all of Developer's rights and powers of approval pursuant to this Article 6 shall be exercised by the Architectural Control Committee or the Association.

6.6.1 Review Procedure. All communications relating to an application to build or modify a Residence or to make any other improvement to a Unit, and all materials submitted by an applicant, shall be delivered by email, and the materials shall be in pdf format. The Developer and Builder shall respond to applications with its comments and approval by email with pdf attachments as necessary. Paper copies of the required application materials shall only be submitted if requested by the Developer or Builder. All construction plans, specifications and related materials pertaining to construction or alteration of a building, fence, wall or other structures shall be delivered by the applicant for approval to the Developer and Builder, or any agent specified by Developer. The construction plans, specifications and related materials shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of the building, fence, wall or other structure, proposed drainage of surface water, and the location and grade of all buildings, structures, improvements, existing trees and trees proposed for removal, utilities and parking areas. Developer and Builder shall have sole authority to review, approve or disapprove the plans, specifications and related materials or any part thereof. Developer and Builder shall have the right to refuse to approve the proposed plans, specifications and related materials, or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer and Builder, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer and Builder may consider compatibility of the proposed building, fence, wall or other structures with the surroundings area and the view from adjacent or neighboring properties. A two-step submittal process is required for the construction of a Residence in the Condominium. Written approval from the Developer and Builder is required for each of the two steps, as follows:

i. **Conceptual Approval.** The Unit A.I.R. Owner is encouraged to read and understand the design Drawings provided by the Builder for the Residence at the earliest possible stages. Submittal of sketches, photographs or renderings are normally sufficient to determine if the proposed changes will be within the design goals for the community.

ii. **Final Approval** . The Developer and Builder approval of a Residence pursuant to this Section 6.7 is required before an A.I.R. Owner or Builder may apply to the Township for a Zoning Compliance Certificate. The following materials shall be submitted to obtain final approval for a Residence: (a) A site plan prepared and sealed by a licensed land surveyor showing existing and proposed grades, an indication of which trees must be removed and a tree preservation plan for trees to be preserved all required setback lines, the location and foot print of the proposed Residence and all other Improvements, all driveways and paved areas, and (b) a complete set of construction plans for the proposed Residence. Upon Developer and Builder's approval, the A.I.R. Owner may then apply to the Township for a building permit zoning compliance certificate.

Section 6.7 Construction Regulations. The construction process is monitored and controlled to minimize inconvenience and disruption to existing residents and to maintain the excellent image and reputation of all who are associated with The Condominium.

6.7.1 Accountability. Developer, builders, landscapers, A.I.R. Owners and their agents and representatives shall be responsible for supervising adherence to the construction regulations contained within these Bylaws and all other applicable condominium documents.

6.7.2 Cleanliness. Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively as possible. Burning of trash and debris is prohibited. The Road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in fines to Builders, landscapers and A.I.R. Owners.

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

6.7.4 Construction Hours. Construction hours are established by the Development Agreement and the Township.

6.7.5 Construction Area. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Unit under construction. Adjacent Units may not be used for parking, storage or access.

6.7.6 Excavation. Dirt excavated for basements that is temporarily stored on the Unit during foundation construction shall not be placed over the roots of trees intended to be preserved, in order to avoid soil compaction and root damage.

6.7.7 Construction Materials. Storage of construction materials on the building site shall be done in a neat and orderly manner.

6.7.8 Signs. The Builder may erect one sign identifying the Unit number and Builder's name during the construction of a Residence as specified by the Developer in terms of size, location, color and content which will contain the logo for the Condominium.

6.7.9 Schedule. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months of the date that the Builder commences construction of the A.I.R. Owner's Unit.

6.7.10 Developer shall be responsible for maintenance of all Common Elements and open space areas throughout the construction process.

Section 6.8 Reserved Right of Developer to Construct Other Improvements. The purpose of this Section is to assure the continued Maintenance of the Property and the Project as a beautiful and harmonious residential development, and shall be binding upon the Association and upon all A.I.R. Owners. The Developer may construct any Improvements upon the Property that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any other private Person, subject only to approval of the local public authority and to the express limitations contained in any applicable Condominium Documents..

Section 6.9 Limitation on Liability. In no event shall Developer or its designees have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the Residences, fences, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example but not limitation, there shall be no liability to the Developer or its designees for approval of plans, drawings, specifications, elevations or the Residences, fences, walls, or other structures which are not in conformity with the provisions of the Condominium Documents, or for disapproving plans, drawings, specifications, elevations or the Residences, fences, walls, or other structures which are arguably in conformity with the provisions hereof. Developer reserves the right to enter into agreements with the A.I.R. Owner of any Unit(s) (without the consent of A.I.R. Owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in these Bylaws, provided that the A.I.R. Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or A.I.R. Owner.

Section 6.10 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Units in the Condominium have been conveyed by Developer and built by the Builder, or, at such earlier time as Developer may elect, Developer shall assign all of its rights, duties and obligations as set forth in this Article 6 of these Bylaws to a committee of the Association ("Architectural Control Committee") or to the Association. The assignment shall be by a written instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters

assigned shall be binding upon all Unit A.I.R. Owners and other interested parties. If Developer assigns its rights, duties and obligations under this Article 6 to an Architectural Control Committee, the Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may assign its right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint Members to and remove Members from the Architectural Control Committee in its sole discretion.

Section 6.11 Natural Drainage Ways. Where there exists on any Unit(s) a condition of accumulation of storm water remaining over an extended period of time, the A.I.R. Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of the Master Deed, and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Unit, shall be made by an A.I.R. Owner in a manner as to cause damage to other property.

Section 6.12 Home Occupations and Nuisances. No home occupation or profession or commercial activity, including day care facilities, that requires members of the public to visit an A.I.R. Owner's home or requires commercial vehicles to travel to and from the A.I.R. Owner's home shall be conducted in any dwelling located in the Condominium with the exception of model homes owned by, and the sales activities of, the Developer or Builders, developers and real estate companies which own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Units or the Common Elements nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves shall be permitted if allowed by ordinance of the Township, provided that it does not become offensive or a nuisance. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.13 Plant Diseases Or Noxious Insects. No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit or any Common Elements

Section 6.14 Temporary Buildings, Sheds, Damaged Residences and Reconstruction. No trailer, mobile home, van, tent, shack, shed, garage, barn, out building or structure of a temporary character shall be installed or constructed on any Unit or used at any time as a temporary or permanent residence; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any Builder, developer or real estate company during any sales and/or construction periods. All permanent Residences shall be completed within four (4) years from the commencement of construction of the Project. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any portion of the Condominium within any public or private road or right-of way which is disturbed by reason of any work or activity performed by an A.I.R. Owner, or an

A.I.R. Owner's agents, employees, or independent contractors, shall be restored by the A.I.R. Owner, at the A.I.R. Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time, and in no event later than the date of completion of any work or activity on the A.I.R. Owner's Unit.

Section 6.15 Soil Removal. Soil removal from Units shall not be permitted, except as required for construction purposes and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.16 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

Section 6.17 Maintenance of Side Strips. The Association shall be responsible for the maintenance of the lawn, landscaping and driveway located between the line of the A.I.R. Owner's Unit and the edge of adjacent street pavement (the "Side Strip Area"). The Association shall maintain the Side Strip Area in accordance with the same standards required in Section 6.20 below. The Association's responsibility for maintenance shall include, but shall not be limited to, the replacing of trees.

Section 6.18 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description other than passenger cars, passenger vans, pickup trucks and sports utility passenger vehicles shall be parked, stored or maintained on any Unit, unless stored in a suitable attached garage; provided, however, that Builders' sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. Garage doors shall be kept closed when not in use. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. Subject to the notice location and content requirements of Section 252(k) of Act No. 493 of the Michigan Public Acts of 2004, the Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the A.I.R. Owner of the Unit responsible for the presence of the vehicle in the manner provided in Article 2 hereof. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 6.19 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property A.I.R. Owners. No outside storage for refuse or garbage shall be maintained or used. The Board of Directors of the Association may designate a day of the week on which all trash pick-up in the Condominium shall occur. No trash shall be put out earlier than the morning of the day designated for pick-up and all containers shall be removed by the end of such day. The burning or incineration of

rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

Section 6.20 Grass Cutting and Snow Removal. When weeds or grass on any Unit exceed six (6") inches in height, the Association shall mow or cut the weeds and grass over the entire Unit except in wooded areas, and wetlands, if any. The Association shall be responsible for all snow removal from the driveway located upon the A.I.R. Owner's Unit, as well as any sidewalk adjacent thereto and including any driveway approach area located within any Side Strip Area adjacent to the A.I.R. Owner's Unit. If an Association fails to mow or cut weeds or grass on, or remove snow from, the A.I.R. Owner's Unit within ten (10) days after written notice, the Developer may perform such work and the cost shall be assessed to the A.I.R. Owner and become a lien upon the Unit as provided in Article 2 of these Bylaws. All Units owned by Developer or a Builder who owns Units for resale in the ordinary course of business are not exempt from the restrictions contained in this Section 6.20.

Section 6.21 Signs; Illumination. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of: (i) non-illuminated signs which are not more than four (4) square feet in area pertaining only to the sale of the Unit upon which it is maintained; and (ii) non-illuminated signs which are not more than four (4) square feet in area pertaining only to a garage sale conducted on the Unit, which garage sale and sign placement shall not exceed three (3) days. The restrictions in this Section shall not apply to signs installed or erected on any Unit by Developer or any Builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. All signs shall be in compliance with applicable ordinances. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by the Architectural Control Committee. The Architectural Control Committee shall approve such illumination only if the, intensity and style thereof are compatible with the style and character of the development of the Unit.

Section 6.22 Changes in Common Elements. No A.I.R. Owner shall make changes in any of the Common Elements, Limited or General, without the prior written approval of the Board of Directors.

Section 6.23 Objectionable Sights. It shall be the responsibility of each Unit A.I.R. Owner to prevent any unclean, unsightly or unkempt conditions of buildings or ground on the A.I.R. Owner's Unit that tend to substantially decrease the beauty of the Condominium as a whole or any specific area thereof. Exterior fuel tanks, above or below ground, are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no clothes lines or laundry shall be hung for drying outside of the dwelling.

Section 6.24 Animals or Pets. Domesticated household pets may be maintained in any Unit in the Condominium. A.I.R. Owners may have one dog and one cat. No animals or birds shall be maintained

on any Unit except customary house pets for domestic purposes only. No chickens or other fowl or livestock shall be kept on any Unit. No reptiles or exotic animals, and no savage or dangerous animal shall be kept, bred or harbored on any Unit. No animal may be kept or bred for any commercial purpose. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness or unsanitary condition. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time within the Condominium and any animal shall at all times be kept on a leash short enough to be within the immediate control of the person and be attended in person by some responsible person while on the Common Elements, Limited or General. Any person who causes or permits an animal to be brought or kept on 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 a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible A.I.R. Owner such losses and/or damages in the manner provided in Article II hereof. 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. Each A.I.R. Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such A.I.R. Owner and if using the General Common Elements shall make use of a Dog Maintenance Station to dispose of waste generated by the A.I.R. Owner's pet. 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. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all A.I.R. 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 cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and 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 A.I.R. Owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association.

Section 6.25 Solar Panels. No solar panel, solar collector or similar devise shall be placed, constructed, altered, or maintained on any Unit or placed, constructed, altered, or maintained on any Unit.

Section 6.26 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device is a so called "mini dish" (not to exceed 24 inches in diameter) mounted on the side or rear of the residence in a location that is fully screened from view and approved by the Board of Directors of the Association. The provisions of this subsection shall not apply to those devices covered by 47 C.P.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.27 Statues, Sculptures, Objects of Art and Other Similar Objects. No statues, sculptures, objects of art or any other similar objects ("Objects of Art") shall be permitted in the front or along the side of any Unit. Objects of Art are permitted in the back of the Unit so long as they are placed in a location in the back of the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.28 Public Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 6.29 Reciprocal Negative Easements. Unless otherwise expressly provided in these Bylaws, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Condominium.

Section 6.30 Motorcycles and Snowmobiles. Motorcycles are allowed on the Roads, but motorcycles, snow mobiles, recreational vehicles and all other motorized off-road vehicles are prohibited in all other General Common Element areas.

Section 6.31 and Section 6.32 Left Blank intentionally

Section 6.33 Firearms. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium.

Section 6.34 Real Estate Sales Office. Notwithstanding anything to the contrary contained in this Master Deed and Bylaws, Developer, and/or any Builders which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or Builder may determine and/or a model home or homes for such purposes. Developer and any designated Builder may continue such activity until such time as all of the Units in which Developer or Builder have an interest are sold.

Section 6.35 Maintenance. The Association shall keep all buildings and grounds within the Unit in good condition and repair and shall maintain such A.I.R. Owner's Unit and the improvements thereon, including the exterior of the dwelling, the driveway, including snow removal, and the yard, the sidewalk thereto, in a safe, clean and sanitary condition, and shall keep the yard mowed, maintained and landscaped. Each A.I.R. 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 which are appurtenant to or which may affect any other Unit. Each A.I.R. Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements by such A.I.R. Owner, or the A.I.R. Owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association (in

which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible A.I.R. Owner shall bear the expense to the extent of the deductible amount). Any costs or damages incurred by the Association may be assessed to and collected from the responsible A.I.R. Owner in the manner provided in Article 2 hereof.

Section 6.36 Leasing and Rental.

6.36.1 Right to Lease. An A.I.R. Owner may lease an A.I.R. Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.6 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no A.I.R. Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

6.36.2 Leasing Procedures. The leasing of Units in the Condominium shall conform to the following provisions:

6.36.2.1 An A.I.R. Owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association, at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If no lease form is to be used, then the A.I.R. Owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each A.I.R. Owner in writing.

6.36.2.2 Tenants or non-A.I.R. Owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium and all leases and rental agreements shall so state.

6.36.2.3 If the Association determines that the tenant or non-A.I.R. Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

6.36.2.3.1 The Association shall notify the A.I.R. Owner by Certified Mail advising of the alleged violation by the tenant.

6.36.2.3.2 The A.I.R. Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

6.36.2.4 If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the A.I.R. Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-A.I.R. Owner occupant and simultaneously for money damages in the same action against the A.I.R. Owner and tenant or non-A.I.R. Owner occupant for breach of the condition of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the A.I.R. Owner liable for any damages to the Common Elements caused by the A.I.R. Owner or tenant in connection with the Unit or Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

6.36.2.5 When an A.I.R. Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying an A.I.R. Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the A.I.R. Owner the arrearage and further assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the A.I.R. Owner to the Association, then the Association may do the following:

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

6.36.2.5.2 Initiate proceedings pursuant to 6.25.2.4 above.

Section 6.37 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 A.I.R. 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 Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all A.I.R. Owners.

Section 6.38 Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit thereon from time to time, during reasonable working hours, upon notice to the A.I.R. Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to any Unit or to the improvements thereon. In the event of an emergency, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such A.I.R. Owner for any necessary damage to such A.I.R. Owner's Unit.

Section 6.39 General Common Element and Easement Maintenance. Roads and walkways shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. All General Common Elements including but not limited to the Entrance Way and Farmer's Bridge shall be maintained by the Association unless otherwise provided in the Master Deed or these Bylaws. This Association shall be responsible for the maintenance, replacement, operation and repair of the common improvements, which consist of the roads, sanitary sewer and storm sewer system throughout the A.I.R. Housing Property as provided in the Master Deed.

Section 6.40 Reserved Rights of Developer.

6.40.1 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the Condominium by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. The rights of assignment reserved to the Developer in Article 20 below shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

6.40.2 Enforcement of Condominium Documents. The Condominium 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 A.I.R. Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer 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. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any A.I.R. Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

6.41 Groundwater Contamination.

6.41.1 Nature of Contamination. Groundwater aquifers beneath the property on which A.I.R. Housing is located contain or are in the vicinity of 1,4 dioxane, a hazardous substance, in excess of drinking water standards established by the State of Michigan. The concentrations of 1,4 dioxane known to be present in the groundwater aquifers do not exceed the unrestricted residential standards for any other potential exposure, such as direct contact. The party responsible for the groundwater contamination, Gelman Sciences, Inc. ("Gelman") has conducted and will continue to conduct response activities associated with the groundwater contamination on the property on which A.I.R. Housing is located. These

response activities being implemented by Gelman require the recording of restrictive covenants and an access agreement against the property on which A.I.R. Housing is located.

6.41.2 Restrictive Covenants. The Restrictive Covenants, attached as Exhibits ___ to the Master Deed, restrict the use of groundwater, provide a release of liability/covenant not to sue Gelman and rights of ingress/egress to allow Gelman to access and maintain monitoring wells located on the A.I.R. Housing property. The Restrictive Covenants prohibit the construction of wells or other devices to extract groundwater for consumption, irrigation or any other use with limited exceptions. The Restrictive Covenants also provide Gelman with access to the A.I.R. Housing property to monitor, sample and maintain groundwater monitoring wells existing on the property. Gelman may also relocate certain monitoring wells within the road right-of-ways and open space areas of the A.I.R. Housing property provided that such relocation does not unreasonably interfere with the development of the A.I.R. Housing property. The Restrictive Covenants also release Gelman from liability related to the groundwater contamination except for any liability arising in connection with Gelman's access to the A.I.R. Housing property. The Restrictive Covenants run with the A.I.R. Housing Property and are binding on all A.I.R. Owners and lessees.

6.41.3 Access Agreement. The Access Agreement allows Gelman to install clustered monitoring wells in the future at up to three mutually acceptable locations on the A.I.R. Housing property. Any new monitoring wells must be installed as flush mount wells within the road right-of-ways and Open Space Areas of the A.I.R. Housing property and shall not unreasonably interfere with the use and development of the property. The Access Agreement runs with the A.I.R. Housing property and is binding on all A.I.R. Housing owners and lessees.

ARTICLE 7 MORTGAGES

Section 7.1 Notice to Association. Any A.I.R. Owner who mortgages such A.I.R. Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the A.I.R. 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 default in the performance of the obligations of the A.I.R. Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units 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, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written 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 8

VOTING

Section 8.1 **Vote.** Except as limited in these Bylaws, all of the A.I.R. Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 **Eligibility to Vote.** No A.I.R. Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such A.I.R. Owner has presented evidence of A.I.R. Ownership of a Unit in the Condominium to the Association. Except as provided in Sections 9.2 and 11.2 of these Bylaws, no A.I.R. Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. The vote of each A.I.R. Owner may be cast only by the individual representative designated by such A.I.R. Owner in the notice required in Section 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 **Designation of Voting Representative.** Each A.I.R. 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 A.I.R. Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the A.I.R. Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the A.I.R. Owner. Such notice shall be signed and dated by the A.I.R. Owner. The individual representative designated may be changed by the A.I.R. Owners of a Unit at any time by filing a new notice in the manner herein provided. In the event a Unit is owned by multiple A.I.R. Owners who fail to designate an individual voting representative for such A.I.R. Owners, the A.I.R. Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple A.I.R. Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple A.I.R. Owners. Notwithstanding anything to the contrary contained herein, in the event title to a Unit is held by a husband and wife, either the husband or wife may vote, unless otherwise designated in writing.

Section 8.4 **Quorum.** Those A.I.R. Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of A.I.R. Owners, the presence in person or by proxy of thirty-five percent (35%) of the A.I.R. Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to have a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 **Voting.** Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association where a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association. When an action is to be authorized by vote of the A.I.R. Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE 9 MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the A.I.R. Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer A.I.R. Owners of seventy five percent (75%) in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer A.I.R. Owner of a Unit in the Condominium, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. 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 A.I.R. Owner. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium, under the Condominium Documents as they may be amended.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the A.I.R. Owners a Board of Directors in accordance with the requirements of Article 11 of these Bylaws. The A.I.R. Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 Special Meetings. It shall be the duty of the President to call a special meeting of the A.I.R. Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the A.I.R. Owners presented to the Secretary of the Association. Notice of any special

meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 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 of the time and place where it is to be held, upon each A.I.R. 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 A.I.R. Owner at the address shown in the notice required to be filed with the Association by Article 8, Section 8.3. 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 9.6 Adjournment. If any meeting of A.I.R. Owners cannot be held because a quorum is not in attendance, the A.I.R. 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. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each A.I.R. Owner or A.I.R. Owner's individual representative. If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each A.I.R. Owner (or A.I.R. Owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) 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 9.8 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, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) 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 (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) 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 9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 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. 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 10 ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer A.I.R. Owners. The Committee shall be established and perpetuated in any manner Developer deems advisable, except that if more than fifty percent (50%) of the non-developer A.I.R. 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 Board of Directors and the non-developer A.I.R. Owners and to aid the transition of control of the Association from Developer to non-developer A.I.R. Owners. The Advisory Committee shall cease to exist automatically when the non-developer A.I.R. Owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the A.I.R. Owners.

ARTICLE 11 BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer A.I.R. Owners to the Board. Thereafter, elections for non-developer A.I.R. Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 Appointment of Non-developer A.I.R. Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer A.I.R. Owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer A.I.R. Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer A.I.R. Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the A.I.R. Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer A.I.R. Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer A.I.R. Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Condominium. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of A.I.R. Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2 Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer A.I.R. Owner of a Unit in the Condominium, the non-developer A.I.R. Owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 If the calculation of the percentage of members of the Board of Directors that the non-developer A.I.R. Owners have the right to elect under subsection 11.2.3.2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer A.I.R. Owners under subsection 11.2.2 results in a right of non-developer A.I.R. Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer A.I.R. Owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the Board of Directors.

Application of this subsection shall not eliminate the right of Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 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 (1) slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.5 Once the A.I.R. Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of A.I.R. Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer A.I.R. Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the A.I.R. Owners.

Section 11.4 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:

11.4.1 To manage and administer the affairs of and to maintain the Condominium and the Common Elements thereof.

11.4.2 To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

11.4.3 To carry insurance and collect and allocate the proceeds thereof.

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

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

11.4.6 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.

11.4.7 To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association; and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy-five percent (75%) of all of the members of the Association.

11.4.8 To make rules and regulations in accordance with these Bylaws.

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

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4 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. Notwithstanding the foregoing, a service contract which exists between the Association and the developer or affiliates of the developer and a management contract with the developer or affiliates of the developer is voidable by the Board of Directors on the transitional control date or within 90 days thereafter, and on 30 days' notice at any time thereafter for cause. To the extent that any management contract extends beyond 1 year after the transitional control date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least 30 days before the expiration of the 1 year.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom Developer is permitted in the first instance to designate. Each person so elected shall be a Director 'until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer A.I.R. Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer A.I.R. Owners and shall be filled in the manner specified in Section 11.2.2 of this Article.

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all the A.I.R. Owners, not just of those present, and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five percent (35%) requirement set forth in Article 8, Section 8.4. Any Director whose removal has been proposed by the A.I.R. Owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer A.I.R. Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (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 at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile 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 11.11 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 of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.15 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.15 constitutes presence at the meeting.

Section 11.16 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.17 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the A.I.R. Owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all A.I.R. Owners qualified to vote.

ARTICLE 12 OFFICERS

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President may be held by one person.

12.1.1 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all 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.

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

12.1.3 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; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.1.4 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.

12.1.5 Election; Term; Resignation; Vacancy. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.2 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 such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 12.3 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 13

SEAL

The Association may (but need not) have a seal. If the Board of Directors 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 14

FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the A.I.R. Owners. Such accounts and all other Association records shall be open for inspection by the A.I.R. Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each A.I.R. 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 costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 14.3 Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Nonprofit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable

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

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article 15, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article 15, in no event shall any person be entitled to any indemnification under the provisions of this Article 15 if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

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

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

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

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10)

days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all A.I.R. Owners with written notice thereof.

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

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article 15 shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article 15, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article 15 to conform to any such changed statutory provisions.

ARTICLE 16 AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any A.I.R. Owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of A.I.R. Owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the A.I.R. Owners by a written instrument identifying the proposed amendment and signed by the applicable A.I.R. Owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the A.I.R. Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the A.I.R. Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all A.I.R. Owners qualified to vote, as determined on a percentage of value basis. No

consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two- third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article 16, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 16.6 Township Approval. Notwithstanding anything to the contrary contained in these Bylaws, any amendment to these Bylaws which would be inconsistent with the Development Agreement shall require the approval of the Township.

Section 16.7 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article 16 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. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17 **COMPLIANCE**

The Association and all present or future A.I.R. Owners, tenants, 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 the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE 18 **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 19 **REMEDIES FOR DEFAULT**

Any default by an A.I.R. Owner shall entitle the Association or another A.I.R. Owner or A.I.R. Owners to the following relief:

Section 19.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved A.I.R. Owner or A.I.R. Owners.

Section 19.2 Recovery of Costs. In any proceeding arising because of an alleged default by any A.I.R. Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any A.I.R. Owner be entitled to recover such attorney's fees.

Section 19.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the A.I.R. 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 A.I.R. Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 19.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any A.I.R. Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all A.I.R. Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending A.I.R. Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such A.I.R. Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 above shall be assessed against the A.I.R. Owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the A.I.R. Owner to all liabilities set forth in the Condominium Documents.

Section 19.6 Non-Waiver of Right. The failure of the Association or of any A.I.R. 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 A.I.R. Owner to enforce such right, provision, covenant or condition in the future.

Section 19.7 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any A.I.R. Owner or A.I.R. Owners pursuant to any terms,

provisions, covenants or conditions of the 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 19.8 Enforcement of Provisions of Condominium Documents. An A.I.R. 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. An A.I.R. Owner may maintain an action against any other A.I.R. Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the

ARTICLE 20
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or 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 Developer. Any rights and powers reserved or retained by 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 defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to 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 be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21
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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

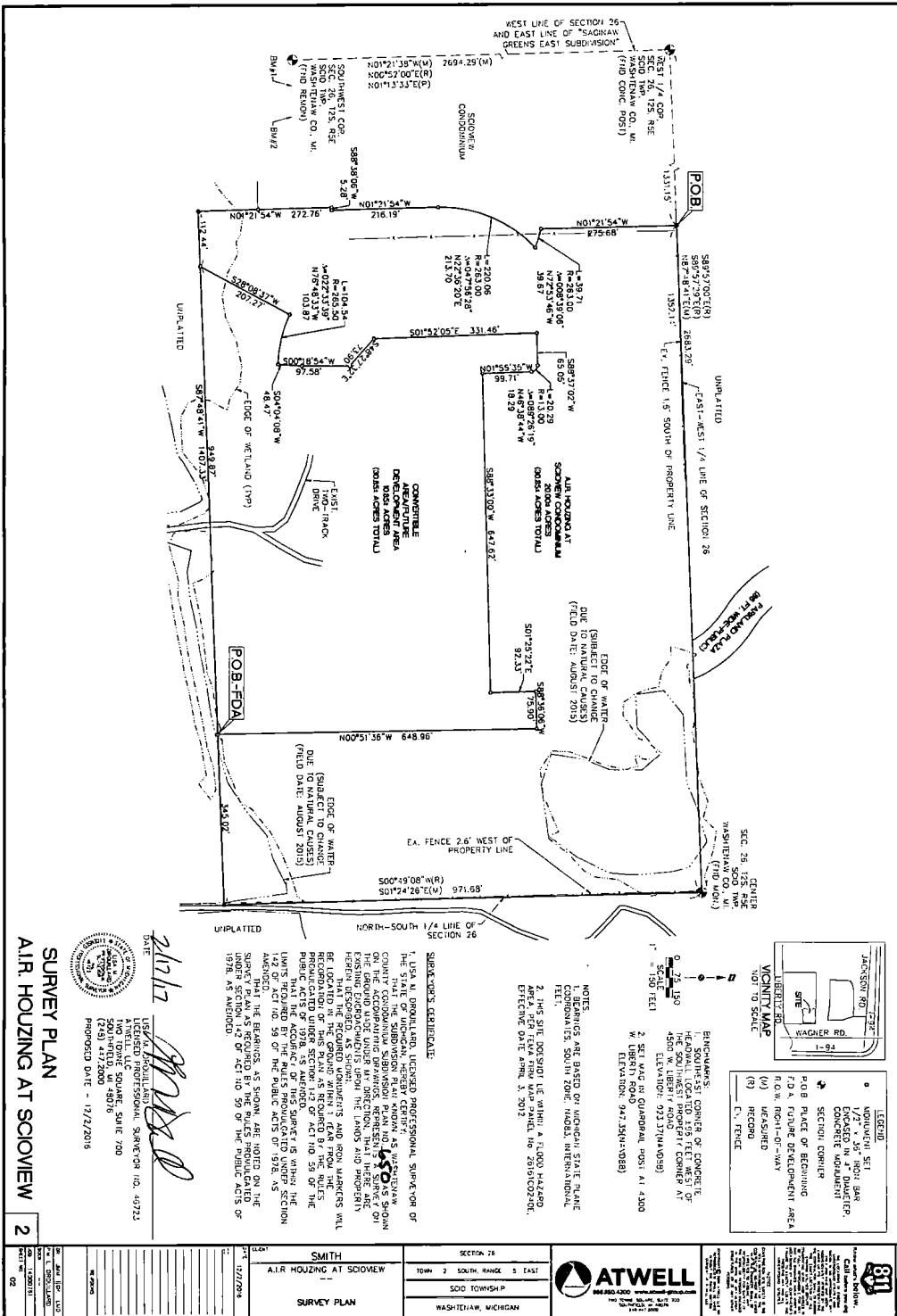
ARTICLE 22
ARBITRATION

Section 22.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the A.I.R. Owners, or the A.I.R. Owners and the Association, upon

the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 22.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 22.1 above, any A.I.R. Owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 22.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article 22 shall limit the rights of the Association or any A.I.R. Owner, as described in Section 154 of the Act.



SURVEY PLAN
AIR HOUSING AT SCIOVIEW

2/17/17

ATWELL & ASSOCIATES
 LICENSED PROFESSIONAL SURVEYOR NO. 49723
 500 N. FIELD, W. 48076
 (734) 251-2000
 PROPOSED DATE - 12/2/2016

NOTES:

1. THE SITE DOES NOT LIE WITHIN A FLOOD HAZARD ZONE. THE FLOOD HAZARD ZONE MAP IS AVAILABLE AT THE LOCAL GOVERNMENT OFFICE.
2. THE SURVEY IS BASED ON MONITORING POINTS AT 4300' ELEVATION. THE MONITORING POINTS ARE AT 4300' ELEVATION. (947.150(1088))

ENCLOSURES:

1. SOUTH-EAST CORNER OF CONCRETE CURB AND GUTTER AT THE SOUTHWEST PROPERTY CORNER AT 4500' W. LIBERTY ROAD.
2. SETBACK MONUMENTS AT 4300' ELEVATION. (947.150(1088))

LEGEND:

- UNPLATTED SET
- CONCRETE MONUMENT
- SECTION CORNER
- FOB PLACE OF RECORDING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- UNPLATTED
- RECORDED
- UNRECORDED
- LIBERTY ROAD
- SECTION CORNER
- FOB PLACE OF RECORDING
- F.D.A. FUTURE DEVELOPMENT AREA
- R.O.W. RIGHT-OF-WAY
- UNPLATTED
- RECORDED
- UNRECORDED

LIBERTY ROAD

SECTION CORNER

FOB PLACE OF RECORDING

F.D.A. FUTURE DEVELOPMENT AREA

R.O.W. RIGHT-OF-WAY

UNPLATTED

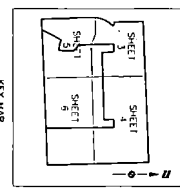
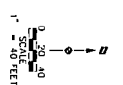
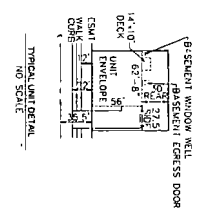
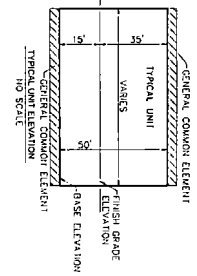
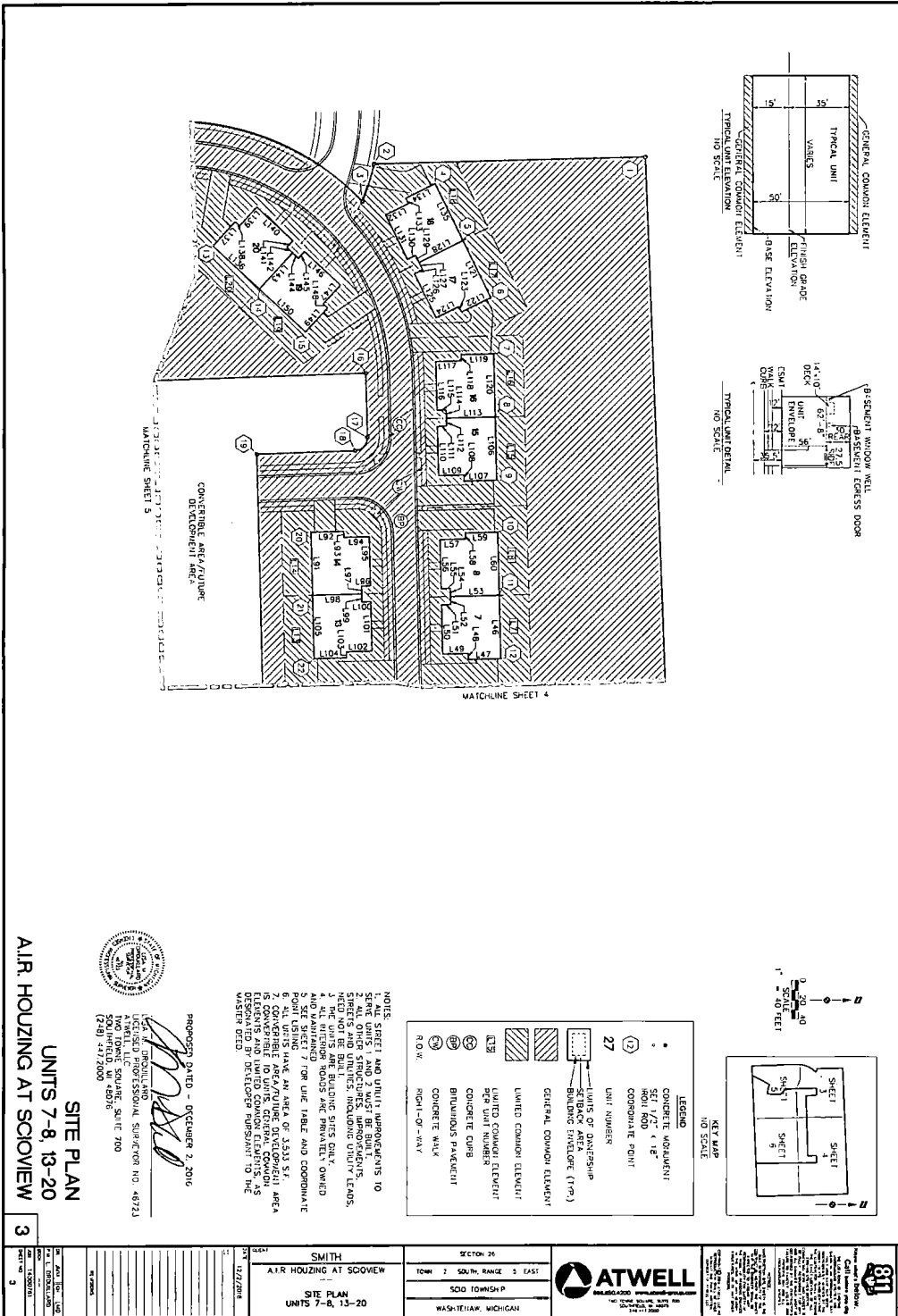
RECORDED

UNRECORDED

ATWELL & ASSOCIATES

1000 N. WASHINGTON ST. SUITE 100
 ANN ARBOR, MI 48106
 (734) 251-2000
 www.atwell-survey.com

OWNER	SMITH
PROJECT	AIR HOUSING AT SCIOVIEW
SECTION	SECTION 26
TOWNSHIP	TOWNSHIP 3 SOUTH, RANGE 5 EAST
COUNTY	WASHTENAW, MICHIGAN
DATE	2/17/2017
SCALE	AS SHOWN
PROJECT NO.	1700-TRACK DRIVE
DATE	12/2/2016
PROJECT NO.	1700-TRACK DRIVE
DATE	12/2/2016
PROJECT NO.	1700-TRACK DRIVE
DATE	12/2/2016



LEGEND

- CONCRETE MOVEMENT
- SET 1/2" x 18" REBAR
- COORDINATE POINT
- 27 UNIT NUMBER
- LIMITS OF DIVERSITY
- BUILDING ENVELOPE (17'9")
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- PER UNIT NUMBER
- CONCRETE CURB
- BRUNDAHUS PARKERENT
- CONCRETE WALK
- R.O.W. RIGHT-OF-WAY

NOTE:

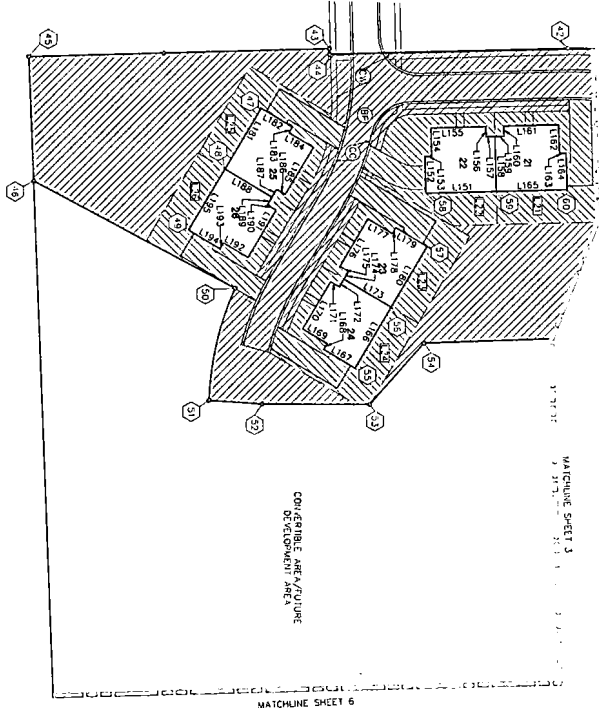
1. ALL STREET AND UTILITY IMPROVEMENTS TO SERVE UNITS 7 AND 2 MUST BE BUILT WITHIN THE CONCRETE DEVELOPMENT AREA. SHEETS AND UNITS INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
2. ALL UTILITY LEADS SHALL BE PARALLEL TO UNID AND MARKED WITH TOP LINE LABEL AND COORDINATE POINT USING 1/2" x 18" REBAR.
3. ALL UNITS SHALL BE BUILT WITHIN THE CONCRETE DEVELOPMENT AREA.
4. CONCRETE DEVELOPMENT AREA IS COVERED BY UNITS, GENERAL COMMON ELEMENTS AND DEVELOPMENT TO BE MASTER DIED.

PROPOSED P.L.T.D. - OCTOBER 3, 2016

ATWELL PROFESSIONAL SERVICES, INC.
ATWELL, L.L.C. SQUARE SUITE 700
SOUTHFIELD, MI 48076
(248) 347-2000

SITE PLAN
UNITS 7-8, 13-20
AIR HOUSING AT SCOOIEW

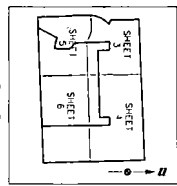
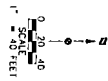
<p>3</p>	<p>DATE: 11/22/2016</p>	<p>SECTION 26</p> <p>TOWN 3 SOUTH, RANGE 3 EAST</p> <p>SOLID TOWNSHIP</p> <p>WASHTENAW, MICHIGAN</p>	<p>ATWELL 248.347.2000</p>	<p>SMITH</p> <p>AIR HOUSING AT SCOOIEW</p> <p>SITE PLAN</p> <p>UNITS 7-8, 13-20</p>
	<p>PROJECT NO: 1600000003</p> <p>DATE: 11/22/2016</p> <p>SCALE: AS SHOWN</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>DATE: 11/22/2016</p>			



CONFERABLE AREA/FUTURE DEVELOPMENT AREA

MATCHLINE SHEET 6

MATCHLINE SHEET 3



LEGEND	
(Symbol: Dotted pattern)	CONCRETE WORKMENT
(Symbol: Dotted pattern)	SETBACK AREA
(Symbol: Dotted pattern)	CONCRETE POINT
(Symbol: Dotted pattern)	UNIT NUMBER
(Symbol: Dotted pattern)	LIMITS OF OWNERSHIP
(Symbol: Dotted pattern)	SETBACK AREA ENVELOPE (1-P)
(Symbol: Dotted pattern)	GENERAL COMMON ELEMENT
(Symbol: Dotted pattern)	UNITED COMMON ELEMENT
(Symbol: Dotted pattern)	UNIT NUMBER
(Symbol: Dotted pattern)	CONCRETE CURB
(Symbol: Dotted pattern)	BINDING PAVEMENT
(Symbol: Dotted pattern)	CONCRETE WALL
(Symbol: Dotted pattern)	RIGHT-OF-WAY

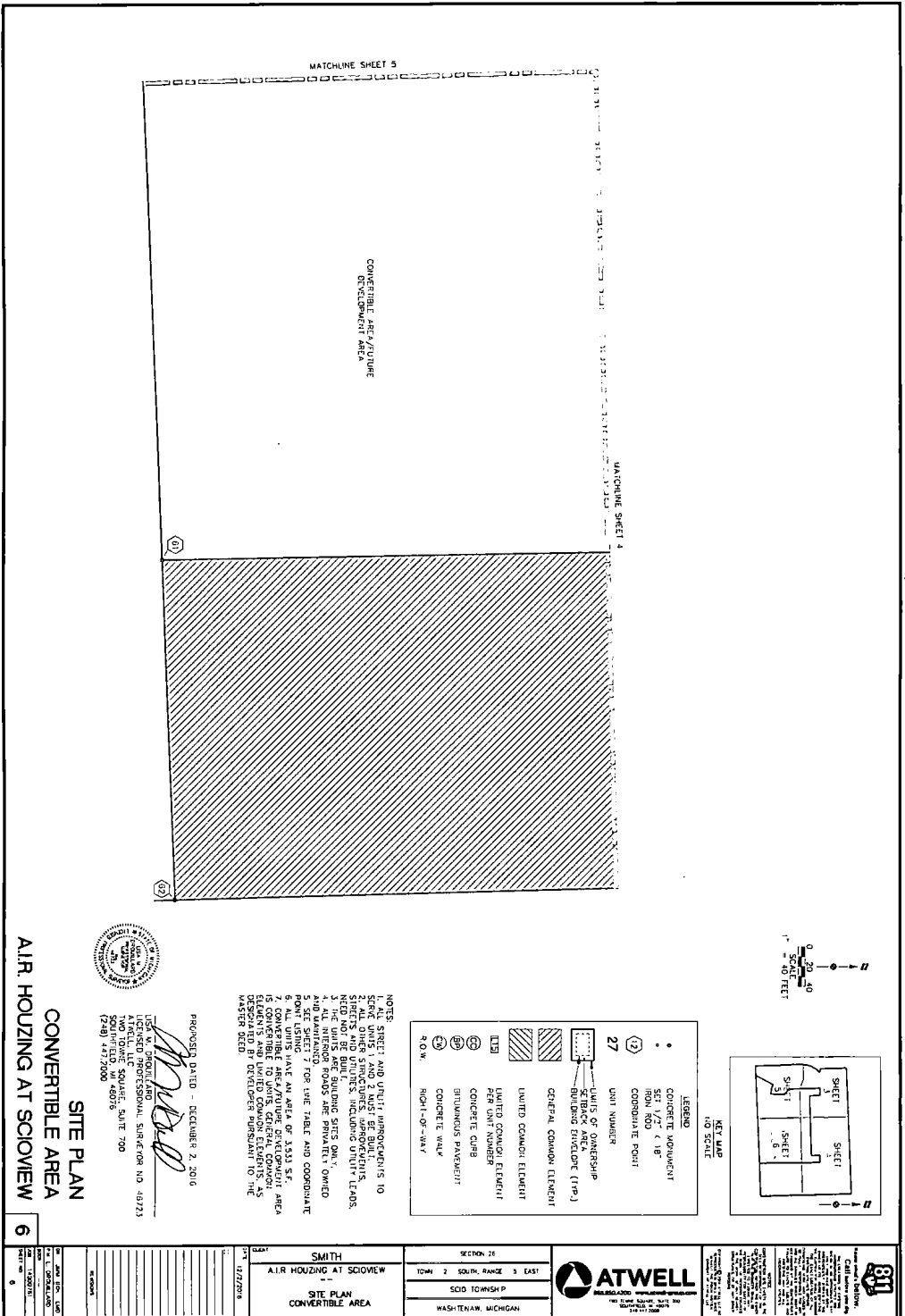
- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENTS TO BE SHOWN ON SEPARATE SHEETS.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND UTILITIES, INCLUDING UTILITY LEADS, TO BE SHOWN ON SEPARATE SHEETS.
 3. THE UNITS ARE BUILDING SITES ONLY.
 4. ALL INTERIOR ROADS ARE PRIVATELY OWNED.
 5. SET SHEET 7 FOR LINE TABLE AND COORDINATE DATA.
 6. CONFERABLE AREA/FUTURE DEVELOPMENT AREA UNITS HAVE AN AREA OF 1533 S.F.
 7. CONFERABLE AREA/FUTURE DEVELOPMENT AREA UNITS ARE TO BE SHOWN ON SEPARATE SHEETS AS DESIGNATED BY DEVELOPER PUSHSANT TO THE MASTER YIELD.



PROPOSED DATE - DECEMBER 3, 2016
 LISA M. GONSKY
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 SOUTHFIELD, MI 48076
 (248) 447-7800

SITE PLAN
UNITS 21-26
AIR HOUSING AT SCIOVIEW

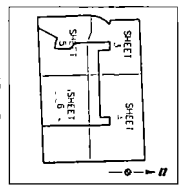
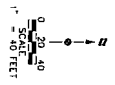
SHEET 5 5	SMITH AIR HOUSING AT SCIOVIEW SITE PLAN UNITS 21-26	SECTION 7E TOWN 2 SOUTH RANGE 5 EAST SCIO TOWNSHIP WASHTEWAN, MICHIGAN	ATWELL 1000 S. WASHINGTON ANN ARBOR, MI 48106 (734) 769-1100 www.atwell.com	PROJECT NO. 16-0001 SHEET NO. 5 DATE: 12/03/16
	1" = 40' HORIZONTAL SCALE 1" = 40' VERTICAL SCALE	1" = 40' HORIZONTAL SCALE 1" = 40' VERTICAL SCALE	1" = 40' HORIZONTAL SCALE 1" = 40' VERTICAL SCALE	1" = 40' HORIZONTAL SCALE 1" = 40' VERTICAL SCALE



CONVERTIBLE AREA/UTLITY
DEVELOPMENT AREA

MATCHLINE SHEET 5

MATCHLINE SHEET 4



LEGEND

- CONCRETE MOVEMENT
- UNIT 1
- UNIT 2
- UNIT 3
- UNIT 4
- UNIT 5
- UNIT 6
- UNIT 7
- UNIT 8
- UNIT 9
- UNIT 10
- UNIT 11
- UNIT 12
- UNIT 13
- UNIT 14
- UNIT 15
- UNIT 16
- UNIT 17
- UNIT 18
- UNIT 19
- UNIT 20
- UNIT 21
- UNIT 22
- UNIT 23
- UNIT 24
- UNIT 25
- UNIT 26
- UNIT 27
- UNIT 28
- UNIT 29
- UNIT 30
- UNIT 31
- UNIT 32
- UNIT 33
- UNIT 34
- UNIT 35
- UNIT 36
- UNIT 37
- UNIT 38
- UNIT 39
- UNIT 40
- UNIT 41
- UNIT 42
- UNIT 43
- UNIT 44
- UNIT 45
- UNIT 46
- UNIT 47
- UNIT 48
- UNIT 49
- UNIT 50
- UNIT 51
- UNIT 52
- UNIT 53
- UNIT 54
- UNIT 55
- UNIT 56
- UNIT 57
- UNIT 58
- UNIT 59
- UNIT 60
- UNIT 61
- UNIT 62
- UNIT 63
- UNIT 64
- UNIT 65
- UNIT 66
- UNIT 67
- UNIT 68
- UNIT 69
- UNIT 70
- UNIT 71
- UNIT 72
- UNIT 73
- UNIT 74
- UNIT 75
- UNIT 76
- UNIT 77
- UNIT 78
- UNIT 79
- UNIT 80
- UNIT 81
- UNIT 82
- UNIT 83
- UNIT 84
- UNIT 85
- UNIT 86
- UNIT 87
- UNIT 88
- UNIT 89
- UNIT 90
- UNIT 91
- UNIT 92
- UNIT 93
- UNIT 94
- UNIT 95
- UNIT 96
- UNIT 97
- UNIT 98
- UNIT 99
- UNIT 100

- NOTES:**
1. ALL STREETS AND UTILITY IMPROVEMENTS TO BE SHOWN ON SHEETS 1 AND 2 MUST BE SHOWN ON ALL SHEETS AND UTILITY IMPROVEMENTS TO BE SHOWN ON SHEETS 1 AND 2 MUST BE SHOWN ON ALL SHEETS.
 2. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND WILL BE MAINTAINED BY THE DEVELOPER.
 3. SEE SHEET 17 FOR LITE TABLE AND COORDINATE POINT USING HAVE AN AREA OF 1,500 S.F.
 4. CONVERTIBLE AREA/UTLITY DEVELOPMENT AREA IS DESIGNATED BY DEVELOPER PURSUANT TO THE MASTER DEED.

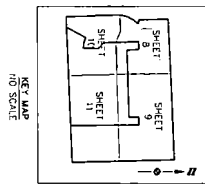
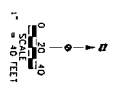
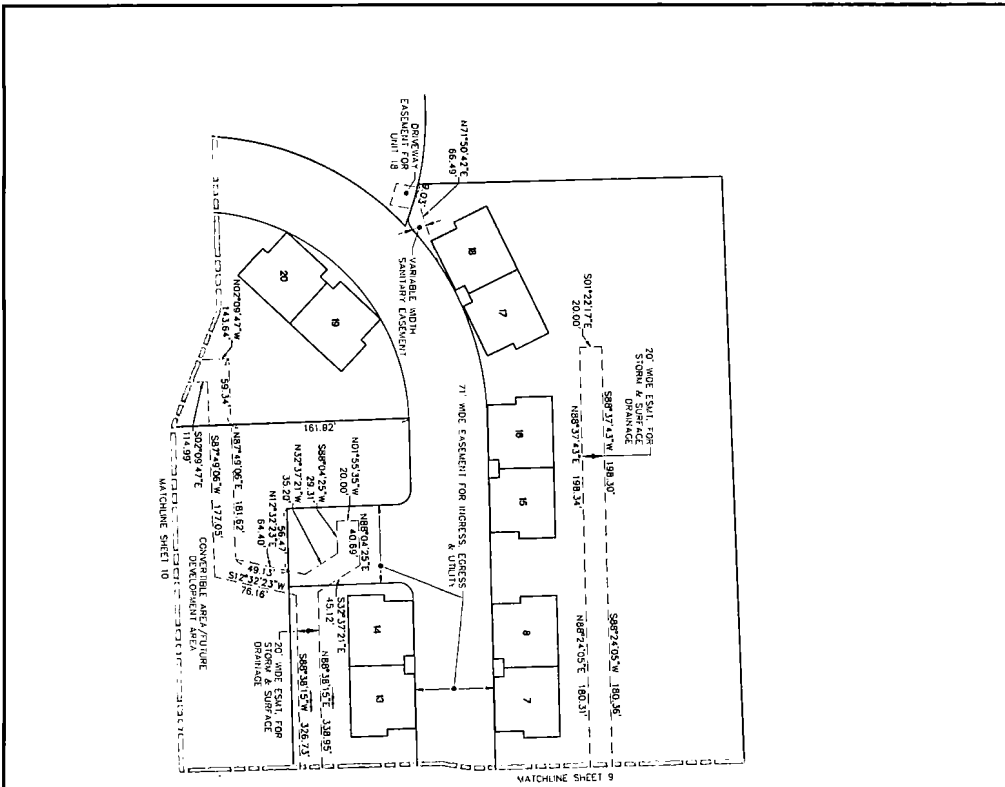
PROPOSED DATE - DECEMBER 2, 2016

[Signature]

LESLIE M. HORTON, AIA
LICENSED PROFESSIONAL SURVEYOR NO. 48173
SOUTHFIELD, MI 48075
(248) 447-2800

**SITE PLAN
CONVERTIBLE AREA
AIR HOUSING AT SCIOVIEW**

<p>6</p>	<p>SMITH</p> <p>AIR HOUSING AT SCIOVIEW</p> <p>SITE PLAN CONVERTIBLE AREA</p>	<p>SECTION 26</p> <p>TOWNSHIP 2 SOUTH, RANGE 5 EAST</p> <p>SIOID TOWNSHIP</p> <p>WASHINGTON, MICHIGAN</p>	<p>ATWELL</p> <p>PLANNING & SURVEYING</p> <p>10000 W. 100th Ave., Suite 100 Broomfield, CO 80020</p> <p>TEL: 303.440.1000 WWW.ATWELL-PLAN.COM</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>
	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>
	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>	<p>DATE: 11/15/16</p> <p>SCALE: 1" = 40'</p> <p>PROJECT NO: 16-001</p> <p>DRAWN BY: J. HORTON</p> <p>CHECKED BY: L. HORTON</p> <p>DATE: 11/15/16</p>



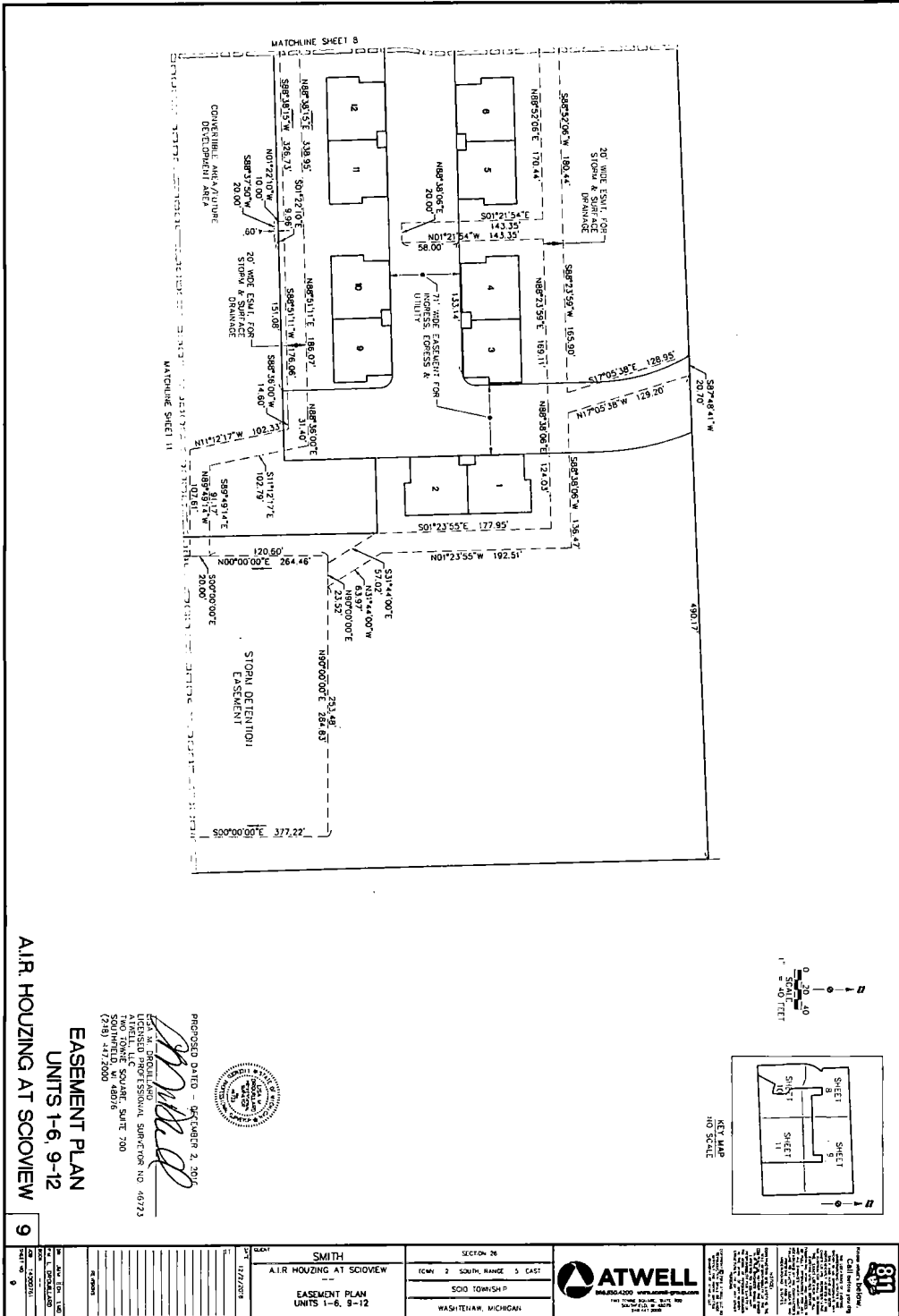
NOTES:
 DRIVEWAY ACCESS EASEMENT FOR UNIT 13
 CONTAINED IN ADJACENT "SCOVIE" CONDOMINIUM



PROPOSED PLAT - DECEMBER 2, 2016
 MICHAEL J. SMITH
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 1000 W. WASHINGTON
 ANN ARBOR, MI 48106
 (313) 447-2000

**EASEMENT PLAN
 UNITS 7-8, 13-20
 AIR HOUSING AT SCOVIE**

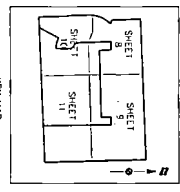
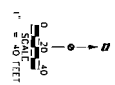
SHEET NO. 8 OF 8	SMITH A.I.R. HOUSING AT SCOVIE EASEMENT PLAN UNITS 7-8, 13-20	SECTION 26 TOWNSHIP 2 SOUTH, RANGE 3 EAST SCIO TOWNSHIP WASHINGTON, MICHIGAN	ATWELL 441.850.0000 www.atwell-geomatics.com 1000 W. WASHINGTON ANN ARBOR, MI 48106 (313) 447-2000	ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE OF DECLASSIFICATION IS INDEFINITE.
	DATE: 11/27/2016 TIME: 10:28:11 AM USER: JSMITH			



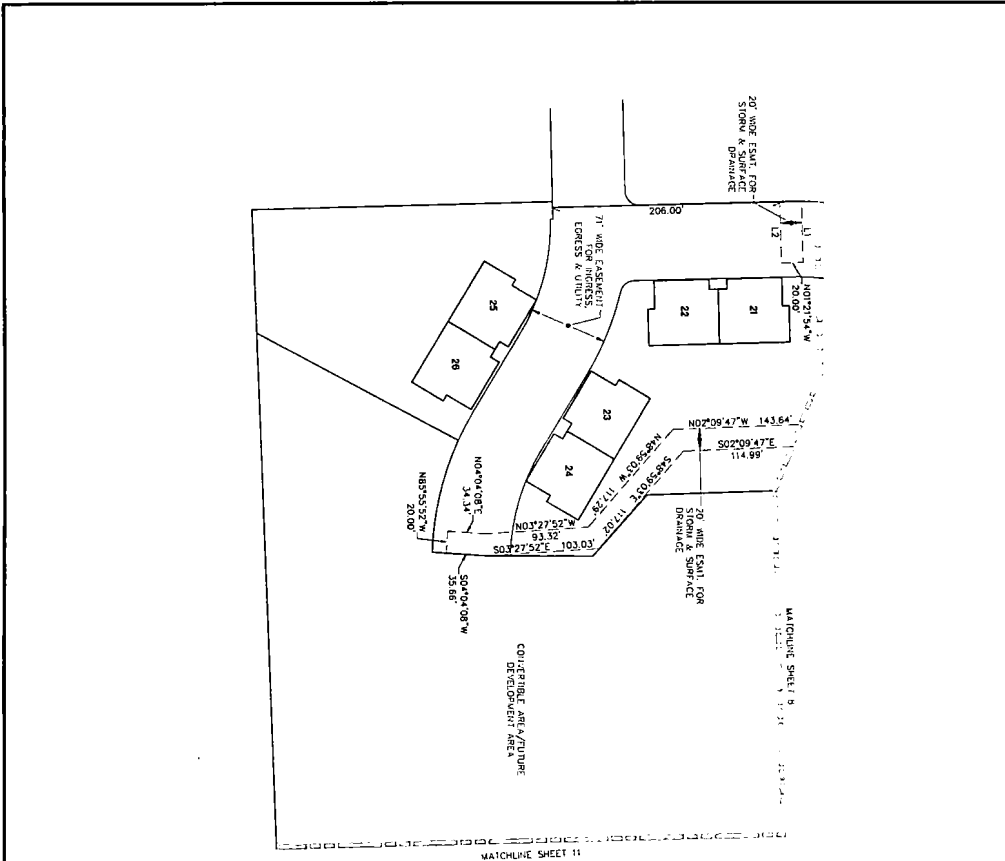
AIR HOUSING AT SCOVIEW

EASEMENT PLAN
UNITS 1-6, 9-12

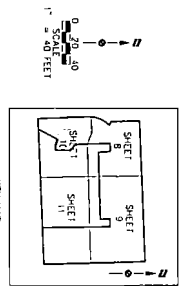
SMITH
LICENSED PROFESSIONAL SURVEYOR NO. 46723
SOUTHFIELD, MI 48076
(734) 297-2800



<p>9</p>	<p>DATE: 10/12/16</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>SCALE: AS SHOWN</p>	<p>SMITH</p> <p>AIR HOUSING AT SCOVIEW</p> <p>EASEMENT PLAN</p> <p>UNITS 1-6, 9-12</p>	<p>SECTION 26</p> <p>TOWNSHIP 2 SOUTH, RANGE 5 EAST</p> <p>SOLO TOWNSHIP</p> <p>WASHINGTON, MICHIGAN</p>	<p>ATWELL</p> <p>PLANNING & ENGINEERING</p> <p>10000 22ND AVE SE</p> <p>ALBUQUERQUE, NM 87105</p> <p>TEL: 505.263.4400</p> <p>WWW.ATWELL-PE.COM</p>
----------	---	--	--	---



LINE #	BEARING	LENGTH
L1	S88°30'00"W	55.32'
L2	N88°30'00"E	55.30'



AIR HOUSING AT SCOOVIEW

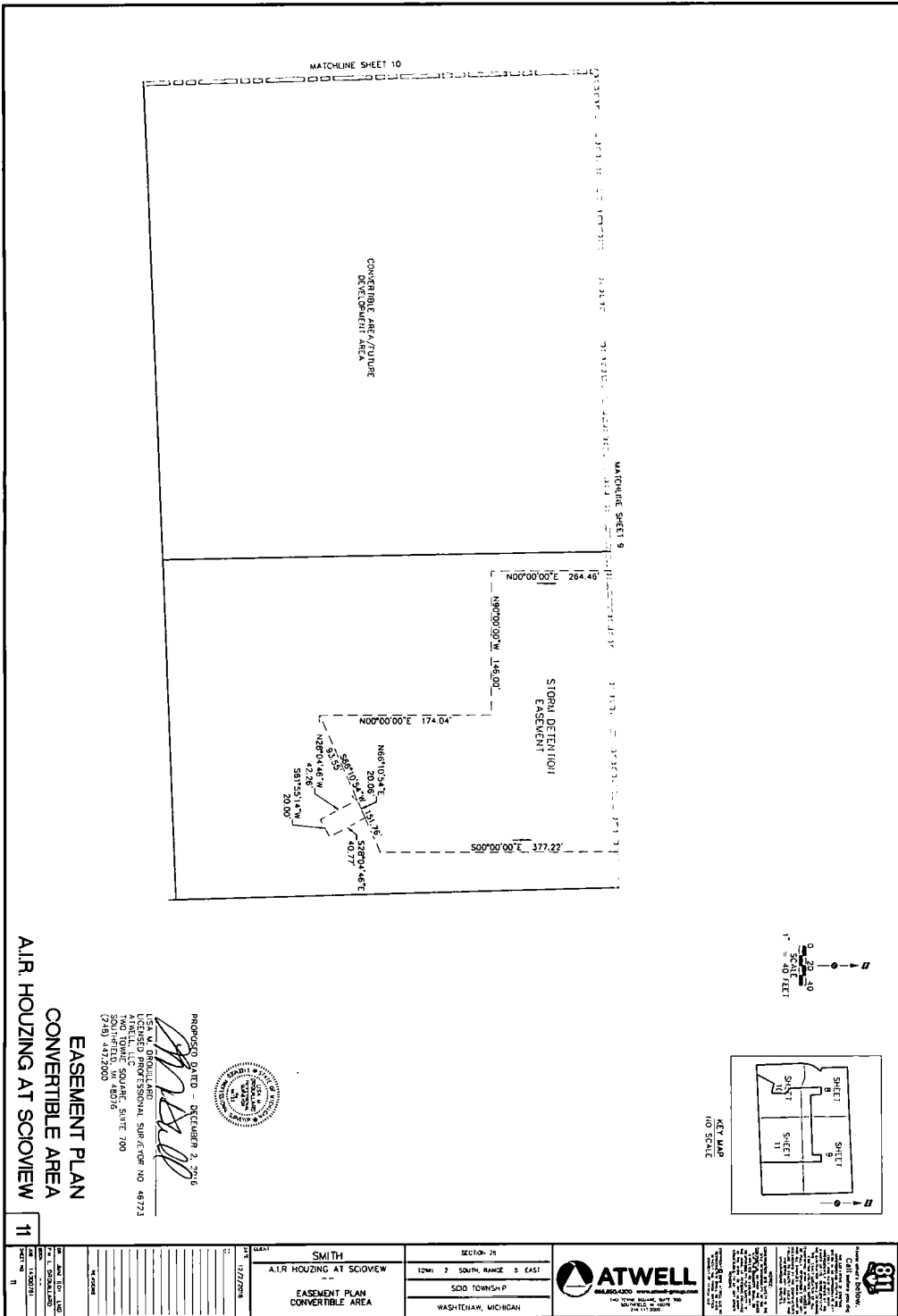
**EASEMENT PLAN
UNITS 21-26**

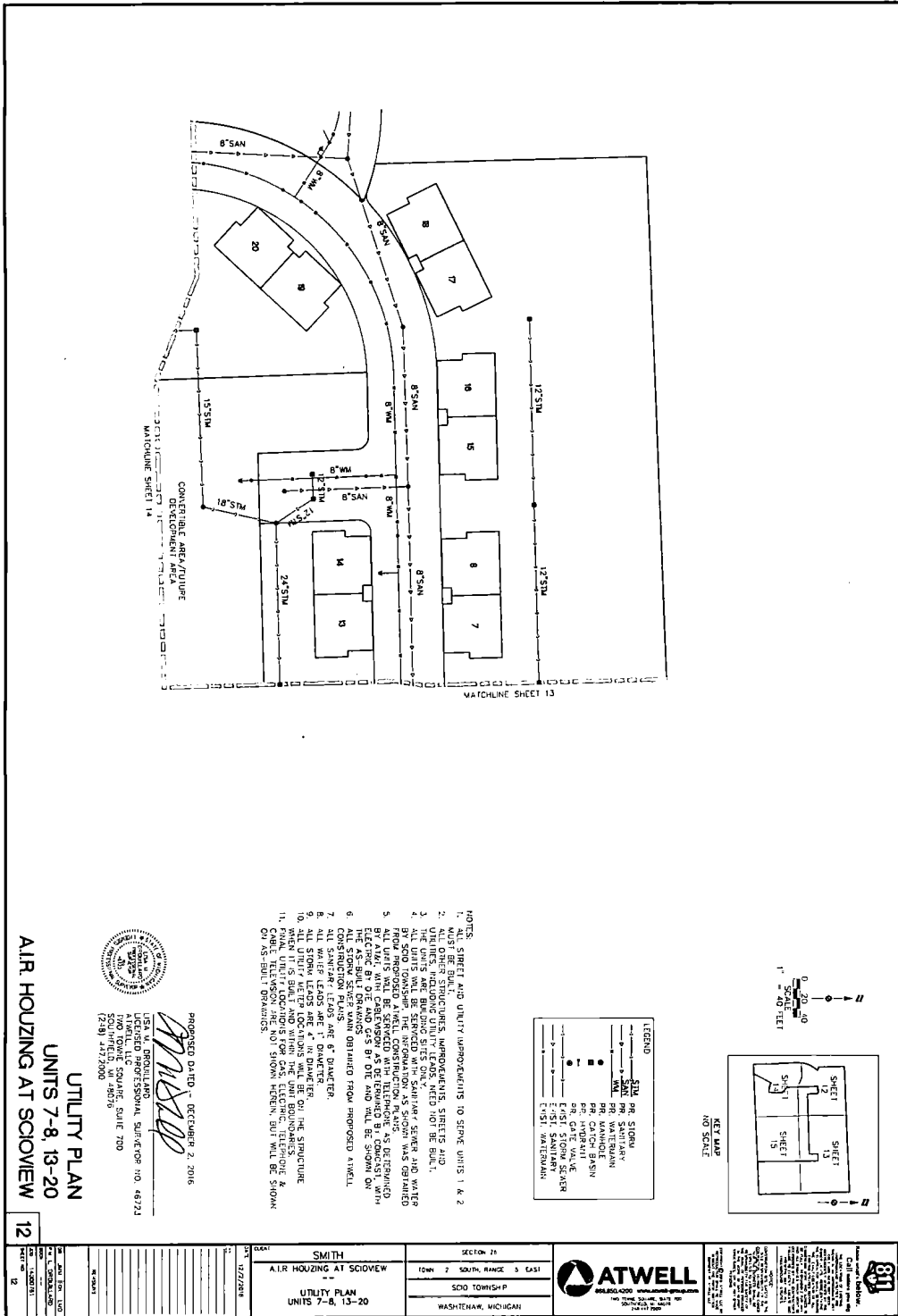
PROPOSED DATED - DECEMBER 2, 2016

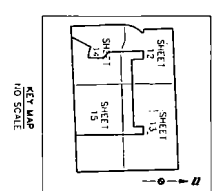
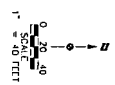
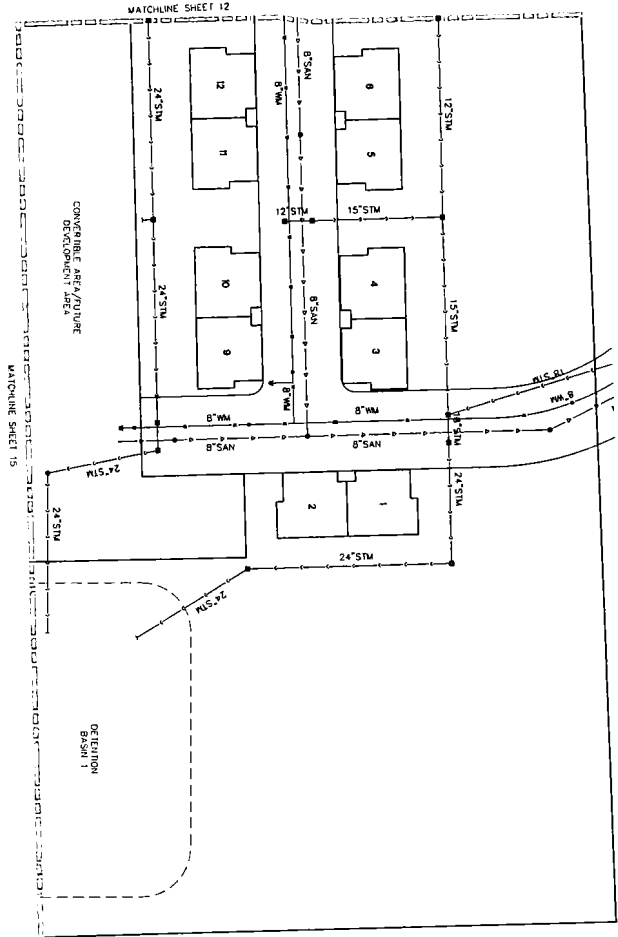
ISA A. DRONOLIA
LICENSED PROFESSIONAL SURVEYOR NO. 48723
TWO TOWER SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 419-2800



10 SHEET NO. OF 10	SMITH AIR HOUSING AT SCOOVIEW EASEMENT PLAN UNITS 21-26	SECTION 26 TOWNSHIP 2 SOUTH RANGE 5 EAST SCO TOWNSHIP WASHINGTON, MICHIGAN		DATE: 12/27/2016 DRAWN BY: [Name] CHECKED BY: [Name]
				PROJECT NO.: [Number] SHEET NO.: 10 OF 10







LEGEND

—	8\"/>
—	6\"/>
—	4\"/>
—	3\"/>
—	2\"/>
—	1\"/>
—	0\"/>

- NOTES:** SEE AND UTILITY INFORMATION TO SERVE UNITS 1 & 2
- MUST BE BUILT;
 - ALL OTHER STRUCTURES, IMPROVEMENTS, STREETS AND
 - THE UNITS ARE BOUNDARY SITES ONLY.
 - ALL UNITS WILL BE SERVED WITH SANITARY SEWER AND WATER
 - ALL UNITS WILL BE SERVED WITH TELEPHONE AS DETERMINED
 - FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE &
 - CONSTRUCTION PLANS.
 - ALL SANITARY LEADS ARE 6\"/>
 - ALL SANITARY LEADS ARE 4\"/>
 - ALL UTILITY METER LOCATIONS ARE 4\"/>
 - FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE &
 - FINAL UTILITY LOCATIONS ARE NOT SHOWN HEREIN, BUT WILL BE SHOWN
 - ON AS-BUILT DRAWINGS.



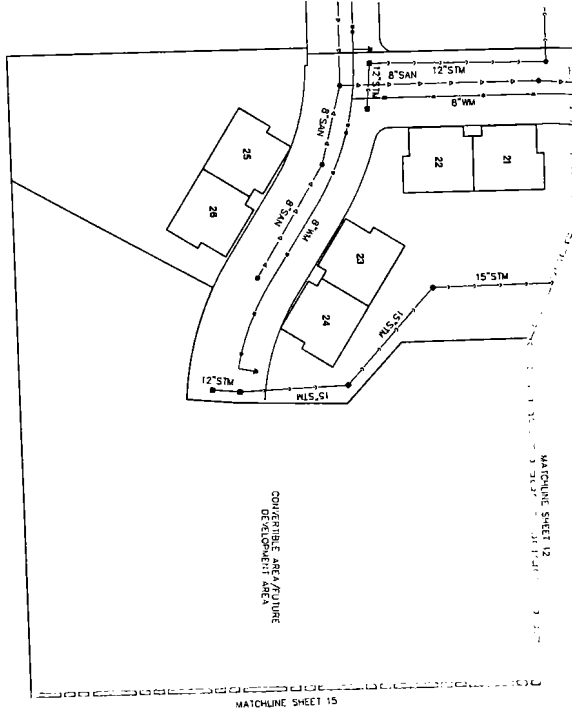
PROPOSED, DATED - DECEMBER 2, 2016

Lisa A. Orzoff

LISA A. ORZOFF
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 TWO THOUSAND SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (734) 397-7288

UTILITY PLAN
UNITS 1-6, 9-12
AIR HOUSING AT SCIOVIEW

SHEET 12 AIR HOUSING AT SCIOVIEW UTILITY PLAN UNITS 1-6, 9-12	SECTION 26 TOWNSHIP 2 SOUTH, RANGE 3 EAST SOG TOWNSHIP WASHINGTON, MICHIGAN	ATWELL 222.860.0000 www.atwell.com 10000 WOODLAND AVENUE SUITE 100 WASHINGTON, MI 48090	13
	DATE: 12/2/16 DRAWN BY: HAZZARA CHECKED BY: SMITH TITLE: UTILITY PLAN		

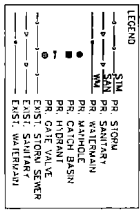
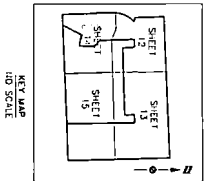
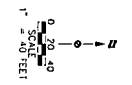


CONVERTIBLE AREA/FUTURE DEVELOPMENT AREA

MATCHLINE SHEET 15

MATCHLINE SHEET 12

1. NOTES, STREET AND UTILITY IMPROVEMENTS TO SERVE UNITS 1 & 2 MUST BE BUILT.
2. UTILITIES INCLUDING IMPROVEMENTS, SUBJECT AND UNITS 1 & 2, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
3. THE UNITS ARE BUILDING SITES ONLY.
4. THE UNITS ARE TO BE BUILT BY THE DEVELOPER AS SHOWN AND WATER BY SCD TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED AERIAL CONSTRUCTION PLANS OBTAINED BY AERIAL WITH CALIBRATION AS DETERMINED BY CONCAST, WITH ELECTRIC BY DPL AND GAS BY ONE AND WILL BE SHOWN ON THESE PLANS.
5. ALL STORM SEWER VANS DERIVED FROM PROPOSED AERIAL CONSTRUCTION PLANS.
6. CONSTRUCTION LEADS ARE 6\"/>

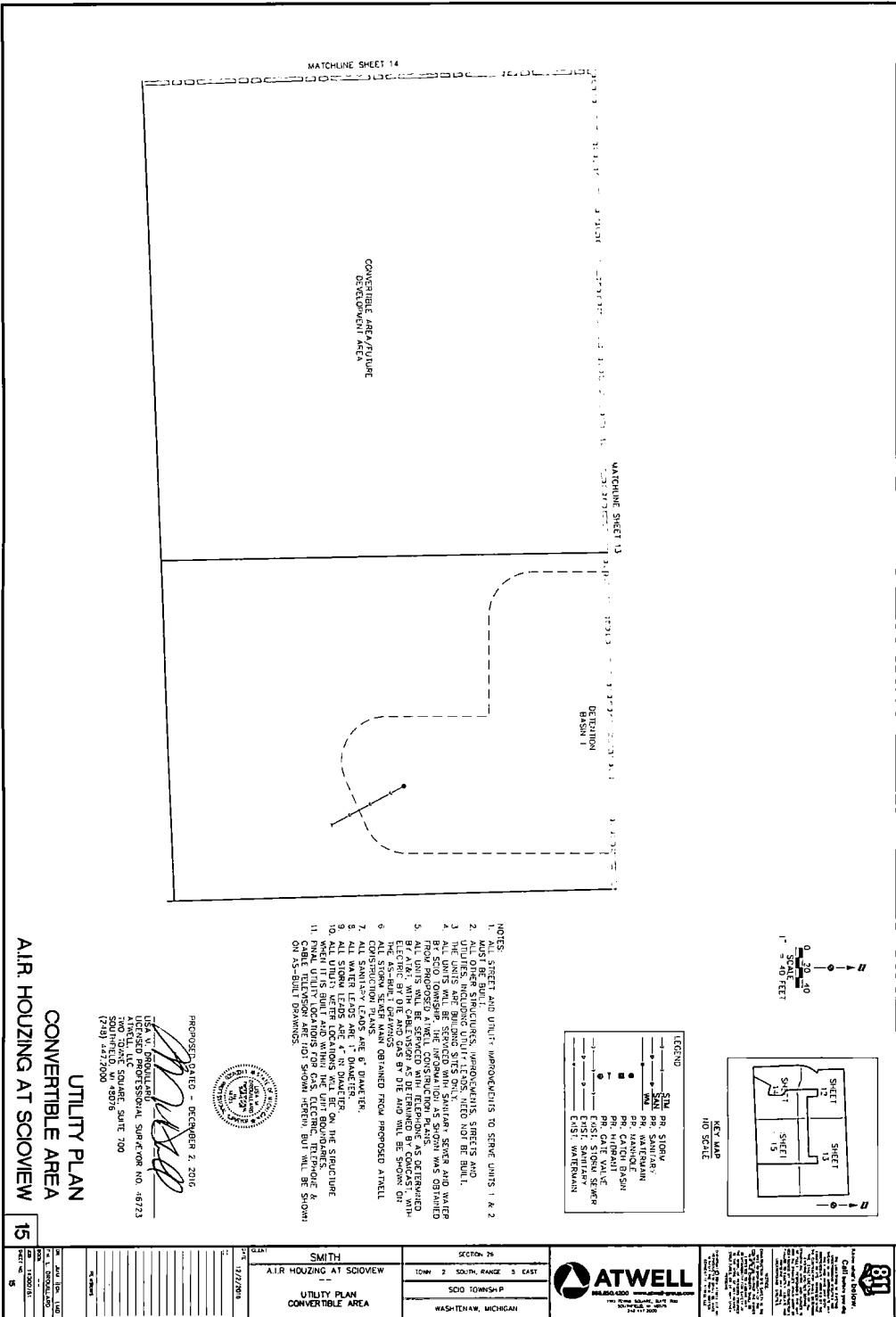


PROPOSED DATE - DECEMBER 7, 2016
 LISA W. BRONKHORST
 LICENSED PROFESSIONAL SURVEYOR NO. 48723
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (313) 412-0888



UTILITY PLAN
 UNITS 21-26
 AIR HOUSING AT SCOVIE

<p>14</p>	<p>SMITH AIR HOUSING AT SCOVIE UTILITY PLAN UNITS 21-26</p>	<p>SECTION 26 TOWN 3 SOUTH RANGE 5 EAST SCD TOWNSHIP WASHINGTON, MICHIGAN</p>	<p>ATWELL 800-450-3300 www.atwell.com 10000 W. 10th Ave., Suite 200 Denver, CO 80202 (303) 751-1000</p>	<p>811 Call Before You Dig 1-800-4-A-DIG www.callbeforeyoudig.com</p>
	<p>DATE: 12/17/16 DRAWN BY: [Signature] CHECKED BY: [Signature] TITLE: [Signature]</p>	<p>SCALE: AS SHOWN SHEET NO: 14 TOTAL SHEETS: 14</p>	<p>PROJECT NO: [Number] CLIENT: [Name] ADDRESS: [Address]</p>	<p>DATE: [Date] TIME: [Time]</p>



CONVERTIBLE AREA/FUTURE DEVELOPMENT AREA

DEFLECTION BASIN 1

- NOTES:
1. ADJUST STREET AND UTILITY IMPROVEMENTS TO SERVE UNITS 1 & 2.
 2. ALL STRUCTURES, INCLUDING IMPROVEMENTS, STRUCTURES AND UTILITIES, INCLUDING UTILITY LEADS, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILT ON 5'x5'x5' CONCRETE FOUNDATIONS AND WATER BY SCD TOWNSHIP. THE INFORMATION AS SHOWN WAS OBTAINED FROM PROPOSED A WELL CONSTRUCTION PLANS.
 4. ALL STRUCTURES AND UTILITIES ARE TO BE CONSTRUCTED AS DETERMINED BY A.I.R. WITH CALCULATED AS DETERMINED BY 'CONCAST' WITH ELECTRIC SETTING AND GAS BY DIE AND SHALL BE SHOWN ON ALL STORM SEWER MAIN OBTAINED FROM PROPOSED ATWELL.
 5. ALL STORM SEWER MAINS ARE 1' DIAMETER.
 6. ALL STORM SEWER MAINS ARE 1' DIAMETER.
 7. ALL WATER LEADS ARE 1" DIAMETER.
 8. ALL STORM LEADS ARE 4" IN DIAMETER ON THE STRUCTURE.
 9. ALL UTILITY LEADS ARE 4" IN DIAMETER ON THE STRUCTURE.
 10. WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
 11. FINAL UTILITY CONNECTIONS FOR GAS, ELECTRIC, TELEPHONE & CABLE SHALL BE SHOWN ON SEPARATE DRAWINGS.

PROPOSED - GATED - DECEMBER 2, 2016
 LISA N. PROULLARD
 LICENSED PROFESSIONAL SURVEYOR NO. 46723
 TWO THOUSAND SQUARE, SUITE 700
 SOUTHWATER, WI 53078
 (715) 597-2000



UTILITY PLAN
 CONVERTIBLE AREA
 AIR HOUSING AT SCIOVIEW

15 5	SMITH AIR HOUSING AT SCIOVIEW UTILITY PLAN CONVERTIBLE AREA	SECTION 26 TOWN 2 SOUTH, RANGE 3 EAST SCD TOWNSHIP WASHINGTON, MICHIGAN	ATWELL 1000 W. WASHINGTON WASHINGTON, MI 48090 (248) 263-1100 www.atwell.com	ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ATWELL ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF ATWELL ENGINEERING, INC. IS STRICTLY PROHIBITED.
	DATE: 05/04/2017 TIME: 04:07 PM PAGE: 89 OF 89			



AMENDMENT TO BYLAWS

AB 0321

THIS AMENDMENT TO BYLAWS, dated February 15, 2021 shall be annexed to and become part of that certain Bylaws which are Exhibit A of the Master Deed titled A.I.R Housing at ScioView recorded 5/4/17 at Liber 5204-page 870 Washtenaw County Records.

The first sentence of Section 6.24 currently reads as follows:

Domesticated household pets may be maintained in any Unit in the Condominium. A.I.R. Owners may have one dog and one cat.

The first sentence of Section 6.24 Animals or Pets, is hereby changed and modified to read as follows:

Domesticated household pets may be maintained in any Unit in the Condominium. A.I.R Owners may have one dog and one cat or two cats or two dogs. No individual dog shall exceed the weight of 65 pounds.

(The balance of the paragraph remains unchanged as originally written).

DEVELOPER

ScioView Development AIR LLC

By:
Linda Smith its Manager

BUILDER

Nonagon, Inc.

By:
Michael J. Concannon, President

(NOTARY PAGE FOLLOWS)

Time Submitted for Recording
Date 3-9 2020 Time 11:05AM
Lawrence Kestenbaum
Washtenaw County Clerk/Register



STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this day February 15, 2021 the foregoing Amendment To Bylaws was acknowledged before me by Linda Smith the Manager of ScioView Development AIR LLC, a Michigan limited liability company.

[Signature] Notary Public
Acting in Washtenaw County, Michigan
My Commission Expires: 10/10/2025

DAVID E NORTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires 10/10/2025
Acting in the County of Washtenaw

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

On this day 2/18/21 the foregoing Amendment To Bylaws was acknowledged before me by Michael J. Concannon the President of Nonagon, Inc. a Delaware corporation registered in Michigan.

[Signature] Notary Public
Acting in Washtenaw County, Michigan
My Commission Expires: _____

Drafted By: CCH Law, a Professional Corporation
Michael J. Concannon
425 Woodgrove Dr. Ann Arbor, Michigan 48103
mjc@theconcannoncompany.com
734-260-9929

Patricia St. Lawrence
Notary Public, Washtenaw County, MI
My Commission Expires July 22, 2023
Acting in Washtenaw County

After Recording return to:
ScioView Development AIR LLC
Linda Smith
600 South Wagner Road
Suite #150
Ann Arbor, Michigan 48103



**FIRST AMENDMENT TO MASTER DEED
OF A.I.R. HOUSING AT SCIOVIEW (REV 1)**

ScioView Development AIR, LLC, a Michigan limited liability company, the address of which is 600 South Wagner Road, Ann Arbor, Michigan 48103, being the Developer of A.I.R. Housing at ScioView, a residential condominium project located in the Township of Scio, County of Washtenaw, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 5204, Page 870, Washtenaw County Records (the "Master Deed") and designated as Washtenaw County Condominium Subdivision Plan No. 650, hereby amends the Master Deed pursuant to Sections 7.9.2, 7.9.3, 7.9.9 and 9.4 thereof, after having received the consent of the Township of Scio as required by Sections 3.4, 7.7 and 9.2 thereof, for the purposes set forth herein. Upon the recording of this First Amendment to Master Deed in the Office of the Washtenaw County Register of Deeds, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, will be amended as follows:

1. Exhibit B to the Master Deed is amended to substitute and incorporate a Restated Condominium Subdivision Plan attached to this First Amendment to Master Deed as Exhibit A.
2. Article 2 of the Master Deed is hereby amended and restated in its entirety to read as follows:

ARTICLE 2
LEGAL DESCRIPTION

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

DESCRIPTION OF A 20.00 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the Southwest corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N01°21'38"W 2694.29 feet (recorded as N00°52'00"E and platted as N01°13'33"E) along the West line of said Section 26 and the East line of "Saginaw Greens East Subdivision", recorded in Liber 27 of Plats,

Time Submitted for Recording
Date 7-1 2022 Time 4:00pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

1A

Rev 1

Pages 92 thru 96, Washtenaw County Records and its Southerly extension thereof to the West 1/4 corner of said Section 26; thence N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 1331.15 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence continuing N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 1352.14 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S01°24'26"E (recorded as S00°49'08"W) 971.68 feet along the North-South 1/4 line of said Section 26; thence S87°48'41"W 345.02 feet; thence N00°51'36"W 648.96 feet; thence S88°36'06"W 75.90 feet; thence S01°25'22"E 92.33 feet; thence S88°33'00"W 647.62 feet; thence N01°55'35"W 99.71 feet; thence 20.29 feet along the arc of a 13.00 foot radius circular curve to the left, with a chord bearing N46°38'44"W 18.29 feet; thence S88°37'02"W 65.05 feet; thence S01°52'05"E 331.46 feet; thence S48°27'32"E 73.90 feet; thence S00°18'54"W 97.58 feet; thence S04°04'08"W 48.47 feet; thence 104.54 feet along the arc of a 265.50 foot radius circular curve to the right, with a chord bearing N76°48'33"W 103.87 feet; thence S28°08'37"W 207.27 feet; thence S87°48'41"W 112.44 feet; thence N01°21'54"W 272.76 feet; thence N88°38'06"E 5.28 feet; thence N01°21'54"W 216.19 feet; thence 220.06 feet along the arc of a 263.00 foot radius circular curve to the right, with a chord bearing N22°36'20"E 213.70 feet; thence 39.71 feet along the arc of a 263.00 foot radius circular curve to the left, with a chord bearing N72°53'46"W 39.67 feet; thence N01°21'54"W 275.68 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing 20.00 acres of land, more or less, being subject to easements, conditions, restrictions, and exceptions of record, if any.

DESCRIPTION OF A 10.85 ACRE PARCEL OF LAND LOCATED IN THE
SOUTHWEST 1/4 OF SECTION 26, T2S, R5E, SCIO TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN

Commencing at the Southwest corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N01°21'38"W 2694.29 feet (recorded as N00°52'00"E and platted as N01°13'33"E) along the West line of said Section 26 and the East line of "Saginaw Greens East Subdivision", recorded in Liber 27 of Plats, Pages 92 thru 96, Washtenaw County Records and its Southerly extension thereof to the West 1/4 corner of said Section 26; thence N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 2683.29 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S01°24'26"E (recorded as S00°49'08"W) 971.68 feet along the North-South 1/4 line of said Section 26; thence S87°48'41"W 345.02 feet for a PLACE OF BEGINNING; thence continuing S87°48'41"W 949.87 feet; thence N28°08'37"E 207.27 feet; thence 104.54 feet along the arc of a 265.50 foot radius circular curve to the left, with a chord bearing S76°48'33"E 103.87 feet; thence N04°04'08"E 48.47 feet; thence N00°18'54"E 97.58 feet; thence N48°27'32"W 73.90 feet; thence N01°52'05"W 331.46 feet; thence N88°37'02"E 65.05 feet; thence 20.29 feet along the arc of a 13.00 foot radius circular curve to the right, with a chord bearing S46°38'44"E 18.29 feet; thence S01°55'35"E 99.71 feet; thence N88°33'00"E 647.62 feet; thence N01°25'22"W 92.33 feet; thence N88°36'06"E 75.90 feet; thence S00°51'36"E 648.96 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing

Rec 1

10.85 acres of land, more or less, being subject to easements, conditions, restrictions, and exceptions of record, if any.

3. Section 3.11 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.11 Condominium Subdivision Plan. "Condominium Subdivision Plan" or "Plan" means the Restated Condominium Subdivision Plan attached as Exhibit A to this First Amendment to Master Deed.

4. Section 3.13 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.13 Proposed Future Development Area. "Proposed Future Development Area" means the land formerly described in Article 9 of the Master Deed which is now part of the land subject to the expanded Condominium as described in Article 2 of this First Amendment to Master Deed.

5. Section 3.25 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.25. Roads. "Roads" means the roads serving the Condominium as shown on the Plan. The Private Road Maintenance Agreement shall be used by the Association as a document of instruction for the perpetual maintenance of the private Roads within the Condominium.

6. Section 3.32 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.32 Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in ScioView as such space may be described in Article 5, Section 5.1 hereof and on Exhibit A attached to this First Amendment to Master Deed, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

7. Section 4.4.2 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 4.4.2 Open Space Areas. The Association shall be responsible for the Open Space Areas and the maintenance of the paved and woodchip Pathways located within the Open Space Areas, as depicted on the revised Condominium Subdivision Plan. The Open Space Areas shall be preserved by the Association without interference, improvement, excavation, fill or other work which would in any way alter any portion of the Open Space Areas

Rev 1

from their natural state, except for improvements approved by the Township, easements and related underground installations allowed by the Development Agreement and as necessary to allow the Association to maintain the Pathways located with the Open Space Areas. Any other work in or improvement of the OpenSpace Areas requires the prior written consent of the Township. No rubbish, debris, trash, chemicals, fertilizers, petroleum distillates, or other substances of any kind shall be placed on or in the Open Space Areas. The Open Space maintenance Agreement shall be used by the Association as a document of instruction for the perpetual maintenance of the Open Space Areas and the Common Areas with the Condominium Property, including, but not restricted to, the detention ponds, the MDEQ wetland remediation area and the woodchip Pathways as outlined in the PUD plan.

8. Section 5.1 of the Master Deed is hereby amended and restated in its entirety to read as follows:

ARTICLE 5
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Condominium consists of sixty-two (62) Units numbered 1 through 62 for Single Family Units. Each Unit in the Condominium is described in this paragraph with reference to the Restated Condominium Subdivision Plan of ScioView surveyed by Atwell Group and attached hereto as Exhibit A to this First Amendment to Master Deed. Each Unit shall consist of the land and area contained within the Unit boundaries as shown on attached Exhibit A and delineated with heavy black lines. Any structure, improvements or driveways constructed on any Unit shall be built in accordance with the requirements of this Master Deed and exhibits, and in accordance with the requirements of applicable governmental authorities including the Township.

9. Section 6.3 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 6.3 Utility Easements Easements for private and public utilities including water mains, storm sewers and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Condominium as set forth on Exhibit B. Developer hereby declares permanent and perpetual non-exclusive easements to the Township, Washtenaw County and all other governmental authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over under and through all Roads and the other Common Improvements for the operation, maintenance, repair and replacement of the Water Supply System, Sanitary Sewer System, Storm Sewer System, gas and electrical lines and all other utility lines or systems, and permanent easements to

Rev 1

use tap into, enlarge or extend all utility lines in the condominium, as required to service the Proposed Future Development Area, including, without limitation, all water, gas, electric, storm sewer and sanitary sewer lines. These easements shall run with land in perpetuity and are applicable to all six Construction Phases of the Condominium as set forth in Exhibit B. Developer has no financial obligation to support such easements. Developer has or may enter into separate easement and other agreements with the Township, other governmental authorities or utility companies for sewer, water, and utility purposes, including but not limited to the Development Agreement, the terms of which are incorporated herein by reference.

(a) The Condominium is subject to an agreement (the "Section 433 Agreement") with the Washtenaw County Water Resources Commissioner (the "Commissioner") pursuant to Section 433 of the Drain Code (MCL § 280,433) establishing the storm water drainage system constructed for the Condominium and the improvements included in that system (including any storm water detention areas) as a county drain. The components of the storm water drainage system to be installed for the Condominium are and/or shall be located within the areas depicted upon the Condominium Subdivision Plan and said areas (the "Drainage District Easement Areas") shall be subject to a perpetual and permanent easement (the "Drain Easement") in favor of the Commissioner, the Drainage District established with the execution of the Section 433 Agreement (the "Drainage District") and the successors, assigns and transferees of the Commissioner and the Drainage District (the Commissioner and the Drainage District being hereinafter referred to in this Section (k) as "Grantee"). The Drain Easement reserved to Grantee in this Section (k) shall be in, over, under and through the Drainage District Easement Areas depicted in Exhibit B to this Master Deed and may not be amended or revoked except with the written approval of Grantee. The aforesaid Drain Easement contains the following terms and conditions and grants the following rights:

(1) The Drain Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains, in any size, form, shape or capacity.

(2) Grantee shall have the right to sell, assign, transfer or convey the Drain Easement to any other governmental unit.

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

(4) No Co-owner shall build or place on the area covered by the Drain Easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the Drain Easement.

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

Rev 1

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

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

10. Section 6.3.13 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 6.3.13 Mailboxes All mailboxes used in this development shall be Cluster Box Units (CBU) that meet or exceed the United States Postal standards for residential cluster box units. The location and placement of the CBU's must be pre approved by the Ann Arbor Postmaster prior to installation. The maintenance and repair of these CBU units shall be the responsibility of the Home Owners Association. Repair of any damage that is deemed to be the fault of a homeowner shall be the responsibility of that homeowner and the repair cost shall be billed to the homeowner by the HOA.

10. Section 7.8 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 7.8 Consent of County Officials. The rights granted to the Washtenaw County Water Resources Commissioner, the grantee, and their successors and assigns, under Article 6, Section 6.10 of this Master Deed and this Article 7, Section 7.8 may not be amended without the express written consent of the respective grantee. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors and assigns.

11. Section 9.1 of the Master Deed is amended by deleting the legal description of the Future Development Area as there is no additional Future Development Area.

12. The provisions set forth in Article 9 of the Master Deed pertaining to expansion of the Condominium shall apply to this First Amendment to Master Deed expanding the Condominium to include 36 additional units.

13. Section 6.41 of the Bylaws is hereby amended and restated in its entirety to read as follows:

Rev 1

Section 6.41 Groundwater Contamination.

Section 6.41.1 Nature of Contamination. Groundwater aquifers beneath the Condominium Property contain or are in the vicinity of 1,4 dioxane, a hazardous substance, in excess of drinking water standards established by the State of Michigan. The concentrations of 1,4 dioxane known to be present in the groundwater aquifers do not exceed the unrestricted residential standards for any other potential exposure, such as direct contact. The party responsible for the groundwater contamination, Gelman Sciences, Inc. ("Gelman") has conducted and will continue to conduct response activities associated with the groundwater contamination of the Condominium Property. These response activities being implemented by Gelman require the recording of restrictive covenants and an access agreement against the Condominium Property.

6.41.2 Restrictive Covenants. The Restrictive Covenants recorded in Liber 5146, Pages 326 and 328, Washtenaw County Records, restrict the use of groundwater, provide a release of liability/covenant not to sue Gelman and rights of ingress/egress to allow Gelman to access and maintain monitoring wells located on the Condominium Property. The Restrictive Covenants prohibit the construction of wells or other devices to extract groundwater for consumption, irrigation or any other use, with limited exceptions. The Restrictive Covenants also provide Gelman with access to the Condominium Property to monitor, sample and maintain groundwater monitoring wells existing on the Condominium Property. Gelman may also relocate certain monitoring wells within the road right-of-ways and green spaces of the Condominium Property provided that such relocation does not unreasonably interfere with the development of the Condominium Property. The Restrictive Covenants also release Gelman from liability related to the groundwater contamination except for any liability arising in connection with Gelman's access to the Condominium Property. The Restrictive Covenants run with the Condominium Property and are binding on all Co-owners and lessees.

6.41.3 Access Agreement. The Access Agreement recorded in Liber 5146, Page 329, Washtenaw County Records, allows Gelman to install clustered monitoring wells in the future at up to three mutually acceptable locations on the Condominium Property. Any new monitoring wells must be installed as flush mount wells within the road right-of-way and common elements of the Condominium Property and shall not unreasonably interfere with the use and development of the Condominium Property. The Access Agreement runs with the Condominium Property and is binding on all Co-owners.

CONSENT

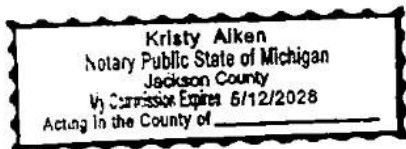
The undersigned hereby consents to the recordation of this First Amendment to Master Deed in the office of the Washtenaw County Register of Deeds.

TOWNSHIP OF SCIO,
a Michigan municipal corporation

By: Will Hathaway
 Will Hathaway
Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

2022 The foregoing instrument was acknowledged before me this 30 day of June, 2022 by Will Hathaway, the Supervisor of the Township of Scio, a Michigan municipal corporation, on behalf of the corporation.



[Signature]
Notary Public
JACKSON County, Michigan
My Commission Expires: 6-12-2028

Prepared by and when recorded return to:

William J. Stapleton
Hooper Hathaway PC ✓
126 South Main Street
Ann Arbor, MI 48104

REPLAT NO. 1
 WASHTENAW COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 650
 EXHIBIT 'B' TO THE FIRST AMENDMENT
 TO THE MASTER DEED OF
A.I.R. HOUSING AT SCIOVIEW
 A SITE CONDOMINIUM IN
 THE TOWNSHIP OF SCIO
 WASHTENAW COUNTY, MICHIGAN

DEVELOPER
 SCIOVIEW AIR DEVELOPMENT, LLC
 600 S. WAGNER ROAD
 ANN ARBOR, MI 48103

ENGINEER AND SURVEYOR
 TWO TOWNE SQUARE SUITE 700
 SOUTHFIELD, MI 48076
 PHONE (248) 447-2000
 FAX (248) 447-2001

LEGAL DESCRIPTION

AIR HOUSING AT SCIOVIEW

DESCRIPTION OF A 30.89 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 26, T2S, R5E, SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the Southwest corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence N01°21'35"W 2694.29 feet (recorded as N00°57'00"E and plotted as N01°13'33"E) along the West line of said Section 26 and the East line of "Saginaw Greens East Subdivision", recorded in Liber 27 of Plots, Pages 92 thru 86, Washtenaw County Records and its Southerly extension thereof to the West 1/4 corner of said Section 26; thence N87°48'41"E (recorded as S89°57'29"E and S89°57'29"E) 1331.15 feet along the East-West 1/4 line of said Section 26 for a PLACE OF BEGINNING; thence continuing N87°48'41"E (recorded as S89°57'00"E and S89°57'29"E) 1332.14 feet along the East-West 1/4 line of said Section 26 to the Center Post of said Section 26; thence S01°24'26"E (recorded as S00°49'08"W) 871.68 feet along the North-South 1/4 line of said Section 26; thence S87°48'41"W 1407.33 feet; thence N01°21'54"W 272.76 feet; thence N88°38'05"E 5.28 feet; thence N01°21'54"W 216.19 feet; thence 220.06 feet along the arc of a 283.00 foot radius circular curve to the right, with a chord bearing N22°36'20"E 213.70 feet; thence 39.71 feet along the arc of a 283.00 foot radius circular curve to the left, with a chord bearing N72°53'46"W 39.67 feet; thence N01°21'54"W 275.68 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 26, containing 30.89 acres of land, more or less, being subject to easements, conditions, restrictions, and exceptions of record, if any.

SHEET INDEX

SHEET NO.	DESCRIPTION
* 1	TITLE AND DESCRIPTIONS
* 2	SURVEY PLAN
* 3	SITE PLAN (UNITS 7-8, 13)
* 4	SITE PLAN (UNITS 1-6, 9-12)
* 5	SITE PLAN (UNITS 21-26)
* 6	SITE PLAN (UNITS 37-40)
* 7	COORDINATES AND TABLES
* 7A	COORDINATES AND TABLES
* 8	EASEMENT PLAN (UNITS 1-10)
* 9	EASEMENT PLAN (UNITS 11-20)
* 10	EASEMENT PLAN (UNITS 21-30)
* 11	EASEMENT PLAN (UNITS 31-40)
* 12	UTILITY PLAN (UNITS 7-8, 13)
* 13	UTILITY PLAN (UNITS 1-6)
* 14	UTILITY PLAN (UNITS 21-26)
* 15	UTILITY PLAN (UNITS 37-40)

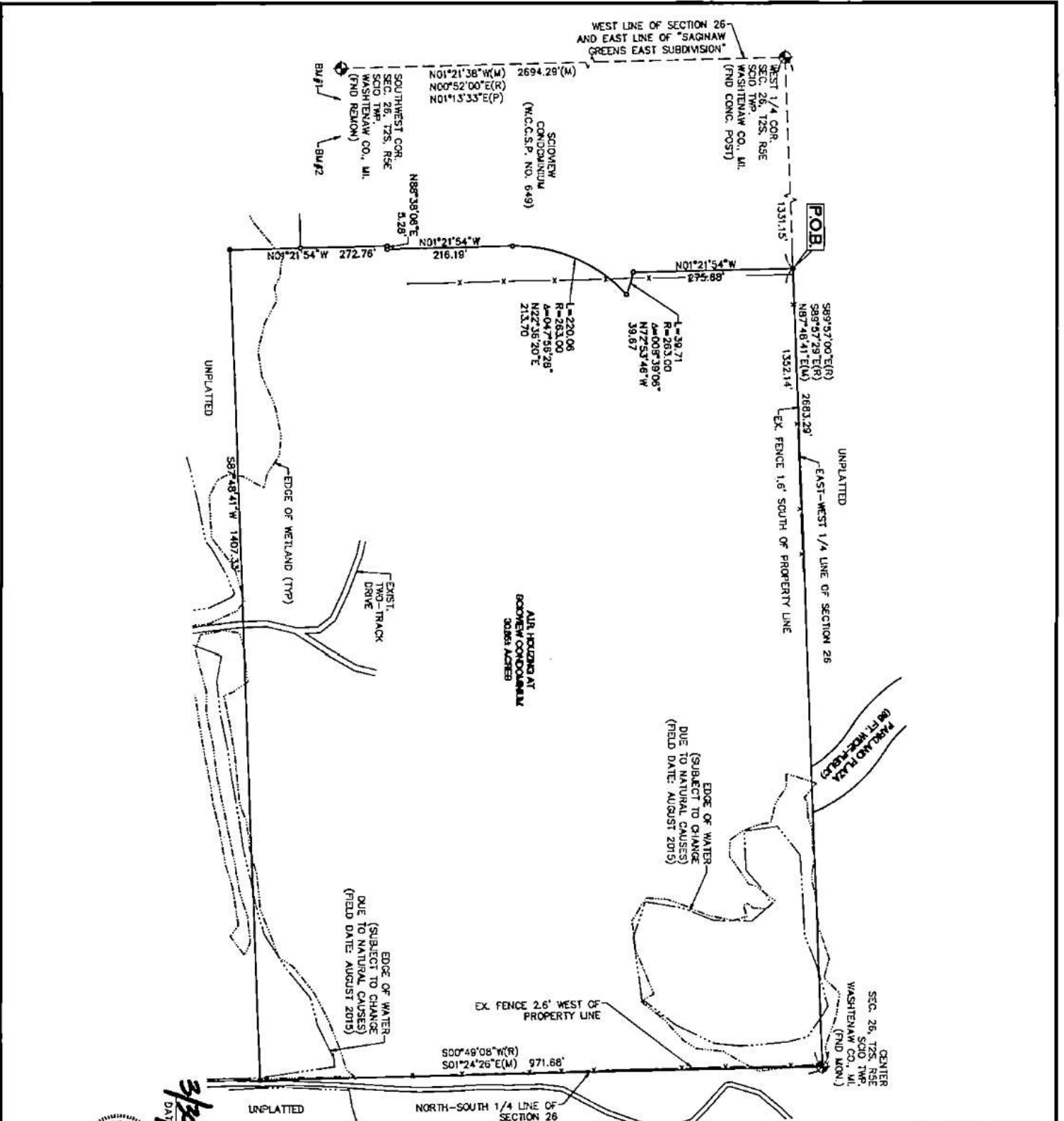
THE ASTERISK (*) SHOW ABOVE IND SHEETS THE SHEETS WITH THIS SUB OR BE SUPPLEMENTAL TO THOSE SHS RECORDED.

NOTE
 THIS CONDOMINIUM SUBDIVISION PLAN COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCES OF THE CITY OF ANN ARBOR. THE SHEETS ARE FILED AS PART OF THE PUBLIC RECORDS AND ARE SUBJECT TO PERMIT APPLICATION WITH THE ENFORCING AGENCY OF THE STATE SUBDIVISION. THE ENFORCING AGENCY IS THE BUILDING DEPARTMENT OF THE STATE OF MICHIGAN AND REGULATORY AFFAIRS.



PROPOSED DATED - FEBRUARY 2022
 MICHAEL D. EMBREE
 LICENSED PROFESSIONAL
 ENGINEER AND SURVEYOR
 TWO TOWNE SQUARE, S
 SOUTHFIELD, MI 48076
 (248) 447-2000

TITLE AND DESCRIPTIONS
 AIR, HOUSING AT SCIOVIEW



3/30/2022
 DAY

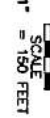
MICHAEL D. EMBREE
 LICENSED PROFESSIONAL
 SURVEYOR
 TWO TONNE SQUARE
 SOUTHFIELD, MI 4806
 (246) 447-2000
 PROPOSED DATE -

SURVEY PLAN
AIR. HOUSING A

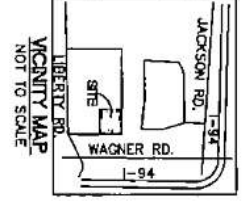
SURVEYOR'S CERTIFICATE:

I, MICHAEL D. EMBREE, LICENSED SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION, P.L., COUNTY CONDOMINIUM SUBDIVISION ON THE ACCOMPANYING DRAWINGS ON THE GROUND MADE UNDER MY EYES AND IN MY PRESENCE, AND THE DISTRICT ENGINEER HAS REVIEWED AND APPROVED THE SAME, AND THAT THE REQUIRED MONUMENTS HAVE BEEN PLACED IN THE GROUND AND THAT THE ACCURACY OF THE SURVEY PLAN AS REQUIRED BY THE ACT UNDER SECTION 142 OF ACT NO. 1878, AS AMENDED.

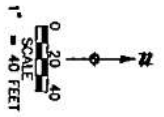
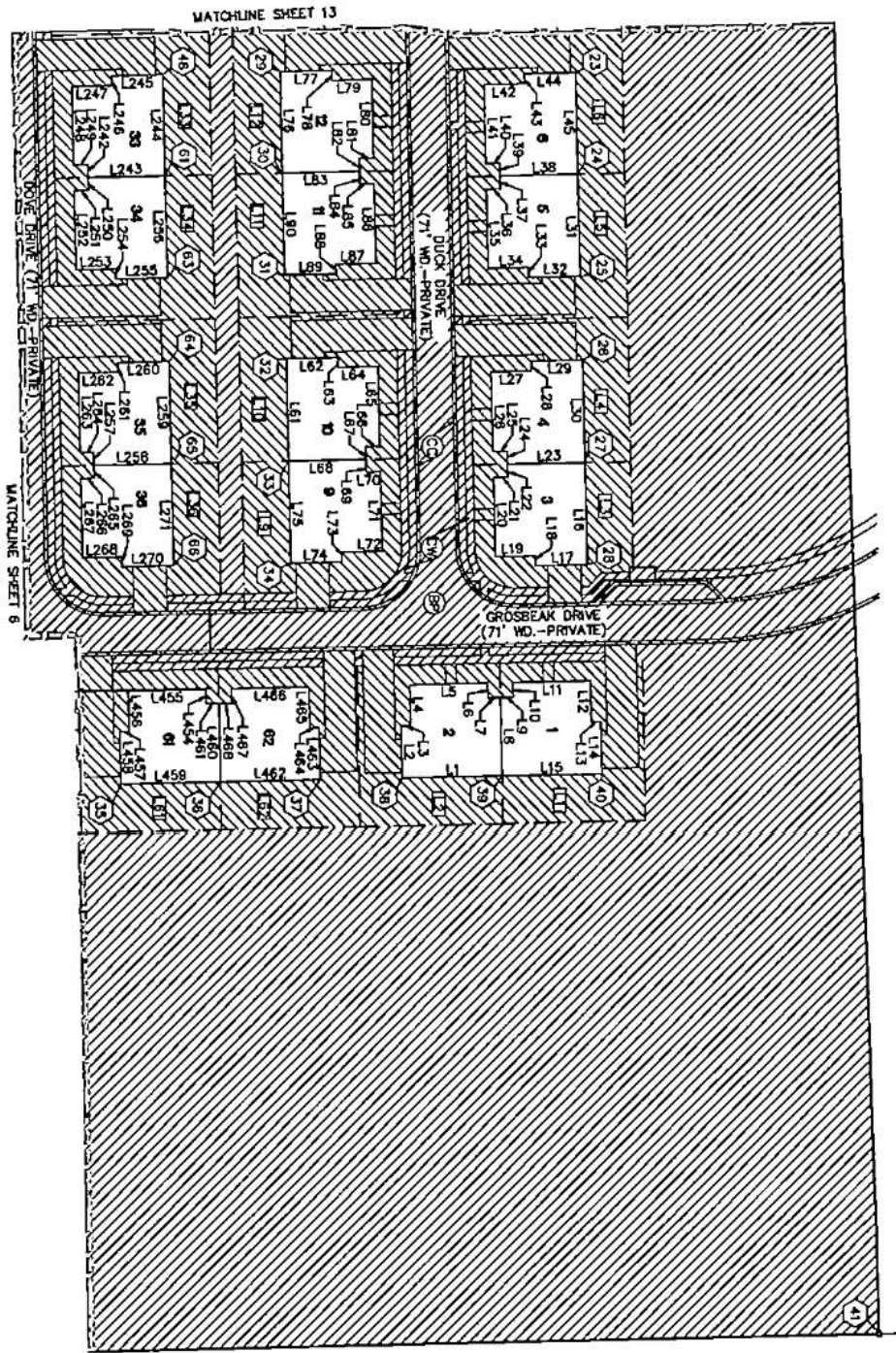
- NOTES:**
1. BEARINGS ARE BASED ON COORDINATES SOUTH ZONE FEET.
 2. THIS SITE DOES NOT LIE WITHIN A PERMITTED UPLAND AREA, PER FELA FIRM W. EFFECTIVE DATE APRIL 3, 2015.



BEARINGS:
 1. SOUTH EAST AS
 TRUE SCALES:
 4800 FEET
 ELEVATION:
 2. SET MAG. J.
 W. LIBERTY RD.
 ELEVATION



•	P.O.	(M)
◊	F.D.	(W)
○	R.O.	(R)
○	NOT TO SCALE	(R)



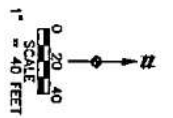
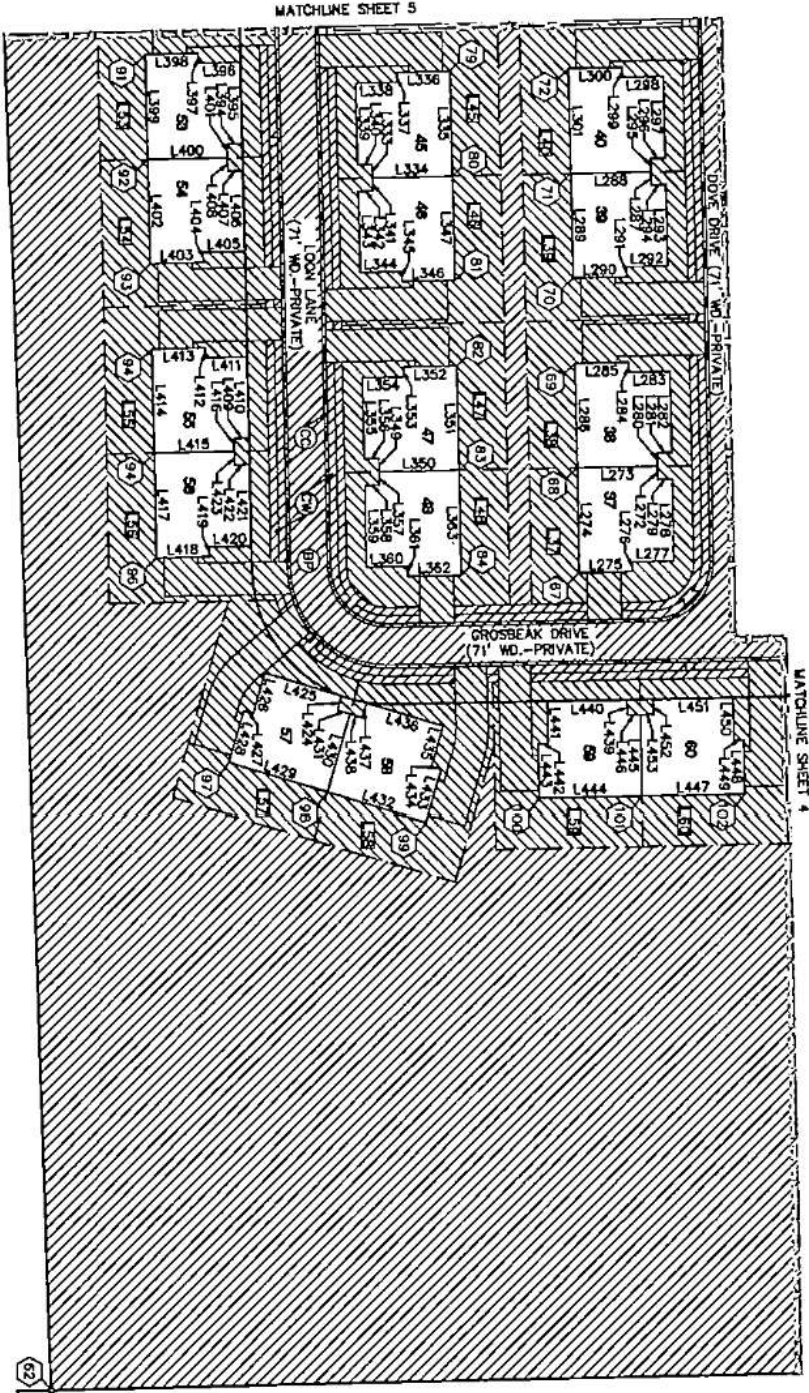
•	CC	CONCRETE
○	SI	STRUCTURE
○	IR	IRON
○	CC	CONCRETE
○	LI	LIQUID
○	PE	POLYETHYLENE
○	CC	CONCRETE
○	BR	BRIQUETTES
○	CC	CONCRETE
○	RR	RUBBER

- NOTES:**
1. ALL STREET AND UTIL. SERVE UNITS 1 AND 2.
 2. ALL OTHER STRUCTURES, STREETS AND UTILITIES, NEED NOT BE BUILT.
 3. THE UNITS ARE BUILT AND FINISHED.
 4. ALL INTERIOR ROADS AND DRIVEWAYS ARE FINISHED.
 5. ALL UNITS HAVE AN OCCUPANT POINT LIST.
 6. ALL UNITS HAVE AN OCCUPANT POINT LIST.
 7. CONVERTIBLE AREA/UTL ELEMENTS AND UNITED ELEMENTS DESIGNATED BY DEVELOPER MASTER DEED.



PROPOSED DATED - F
 MICHAEL D. EMBREE
 LICENSED PROFESSIONAL ENGINEER
 ATWELL, LLC
 TWO TOWNE SQUARE,
 SOUTHFIELD, MI 48078
 (248) 447-2000

UNITS 1-6, 9-12, 33
 A.I.R. HOUSING AT



•	CON
•	SET
•	FOR
•	COO
①	UNIT
②	UNIT
③	UNIT
④	UNIT
⑤	UNIT
⑥	UNIT
⑦	UNIT
⑧	UNIT
⑨	UNIT
⑩	UNIT
⑪	UNIT
⑫	UNIT
⑬	UNIT
⑭	UNIT
⑮	UNIT
⑯	UNIT
⑰	UNIT
⑱	UNIT
⑲	UNIT
⑳	UNIT
㉑	UNIT
㉒	UNIT
㉓	UNIT
㉔	UNIT
㉕	UNIT
㉖	UNIT
㉗	UNIT
㉘	UNIT
㉙	UNIT
㉚	UNIT
㉛	UNIT
㉜	UNIT
㉝	UNIT
㉞	UNIT
㉟	UNIT
㊱	UNIT
㊲	UNIT
㊳	UNIT
㊴	UNIT
㊵	UNIT
㊶	UNIT
㊷	UNIT
㊸	UNIT
㊹	UNIT
㊺	UNIT
㊻	UNIT
㊼	UNIT
㊽	UNIT
㊾	UNIT
㊿	UNIT
Ⓜ	GEN
Ⓝ	GEN
Ⓞ	GEN
Ⓟ	GEN
Ⓠ	GEN
Ⓡ	GEN
Ⓢ	GEN
Ⓣ	GEN
Ⓤ	GEN
Ⓥ	GEN
Ⓦ	GEN
Ⓧ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN
ⓟ	GEN
ⓠ	GEN
ⓡ	GEN
ⓢ	GEN
ⓣ	GEN
ⓤ	GEN
⓶	GEN
⓷	GEN
⓸	GEN
⓹	GEN
⓺	GEN
⓻	GEN
⓼	GEN
⓽	GEN
⓿	GEN
Ⓚ	GEN
Ⓛ	GEN
Ⓜ	GEN
Ⓨ	GEN
Ⓩ	GEN
ⓐ	GEN
ⓑ	GEN
ⓔ	GEN
ⓕ	GEN
ⓖ	GEN
ⓗ	GEN
ⓘ	GEN
ⓙ	GEN
ⓚ	GEN
ⓛ	GEN
ⓜ	GEN
ⓝ	GEN
ⓞ	GEN

LINE #	BEARING	LENGTH
L236	N88°37'37"E	49.70'
L237	N1°22'23"W	25.82'
L238	N88°37'37"E	6.15'
L239	N1°22'23"W	33.03'
L240	S88°37'37"W	64.00'
L242	N88°37'37"E	8.15'
L243	N1°22'23"W	49.70'
L244	S88°37'37"W	64.00'
L245	S1°22'23"E	33.03'
L246	N88°37'37"E	6.15'
L247	S1°22'23"E	25.82'
L248	N88°37'37"E	49.70'
L249	N1°22'23"W	9.15'
L250	N88°37'37"E	8.15'
L251	S1°22'23"E	9.15'
L252	N88°37'37"E	49.70'
L253	N1°22'23"W	25.82'
L254	N88°37'37"E	6.15'
L255	N1°22'23"W	33.03'
L256	S88°37'37"W	64.00'
L257	N88°37'37"E	8.15'
L258	N1°22'23"W	49.70'
L259	S88°37'37"W	64.00'
L260	S1°22'23"E	33.03'
L261	N88°37'37"E	8.15'
L262	S1°22'23"E	25.82'
L263	N88°37'37"E	49.70'
L264	N1°22'23"W	9.15'
L265	N88°37'37"E	8.15'
L266	S1°22'23"E	9.15'
L267	N88°37'37"E	49.70'
L268	N1°22'23"W	25.82'
L269	N88°37'37"E	6.15'
L270	N1°22'23"W	33.03'
L271	S88°37'37"W	64.00'
L272	S88°39'32"W	8.15'
L273	S1°20'28"E	49.70'
L274	N88°39'32"E	64.00'
L275	N1°20'28"W	33.03'
L276	S88°39'32"W	6.15'
L277	N1°20'28"W	25.82'
L278	S88°39'32"W	49.70'
L279	S1°20'28"E	8.15'
L280	S88°39'32"W	8.15'
L281	N1°20'28"W	9.15'
L282	S88°39'32"W	49.70'
L283	S1°20'28"E	25.82'

LINE #	BEARING	LENGTH
L284	S88°39'32"W	6.15'
L285	S1°20'28"E	33.03'
L286	N88°39'32"E	64.00'
L287	S88°39'32"W	8.15'
L288	S1°20'28"E	49.70'
L289	N88°39'32"E	64.00'
L290	N1°20'28"W	33.03'
L291	S88°39'32"W	6.15'
L292	N1°20'28"W	25.82'
L293	S88°39'32"W	49.70'
L294	S1°20'28"E	9.15'
L295	S88°39'32"W	8.15'
L296	N1°20'28"W	9.15'
L297	S88°39'32"W	49.70'
L298	S1°20'28"E	25.82'
L299	S88°39'32"W	6.15'
L300	S1°20'28"E	33.03'
L301	N88°39'32"E	64.00'
L302	S88°39'32"W	8.15'
L303	S1°20'28"W	49.70'
L304	N88°39'32"E	64.00'
L305	N1°20'28"W	33.03'
L306	S88°39'32"W	6.15'
L307	N1°20'28"W	25.82'
L308	S88°39'32"W	49.70'
L309	S1°20'28"E	9.15'
L310	S88°39'32"W	8.15'
L311	N1°20'28"W	9.15'
L312	S88°39'32"W	49.70'
L313	S1°20'28"E	25.82'
L314	S88°39'32"W	8.15'
L315	S1°20'28"E	33.03'
L316	N88°39'32"E	64.00'
L317	N88°37'37"E	8.15'
L318	N1°22'23"W	49.70'
L319	S88°37'37"W	64.00'
L320	S1°22'23"E	33.03'
L321	N88°37'37"E	6.15'
L322	S1°22'23"E	25.82'
L323	N88°37'37"E	49.70'
L324	N1°22'23"W	9.15'
L325	N88°37'37"E	8.15'
L326	S1°22'23"E	9.15'
L327	N88°37'37"E	49.70'
L328	N1°22'23"W	25.82'
L329	N88°37'37"E	6.15'
L330	N1°22'23"W	33.03'

LINE #	BEARING	LENGTH
L331	S88°37'37"W	64.00'
L333	N88°37'37"E	8.15'
L334	N1°22'23"W	49.70'
L335	S88°37'37"W	84.00'
L336	S1°22'23"E	33.03'
L337	N88°37'37"E	8.15'
L338	S1°22'23"E	25.82'
L339	N88°37'37"E	49.70'
L340	N1°22'23"W	9.15'
L341	N88°37'37"E	8.15'
L342	S1°22'23"E	9.15'
L343	N88°37'37"E	49.70'
L344	N1°22'23"W	25.82'
L345	N88°37'37"E	8.15'
L346	N1°22'23"W	33.03'
L347	S88°37'37"W	64.00'
L349	N88°37'37"E	8.15'
L350	N1°22'23"W	49.70'
L351	S88°37'37"W	84.00'
L352	S1°22'23"E	33.03'
L353	N88°37'37"E	8.15'
L354	S1°22'23"E	25.82'
L355	N88°37'37"E	49.70'
L356	N1°22'23"W	9.15'
L357	N88°37'37"E	8.15'
L358	S1°22'23"E	9.15'
L359	N88°37'37"E	49.70'
L360	N1°22'23"W	25.82'
L361	N88°37'37"E	8.15'
L362	N1°22'23"W	33.03'
L363	S88°37'37"W	64.00'
L364	N8°36'00"E	8.15'
L365	N81°24'00"W	49.70'
L366	S8°36'00"W	25.82'
L367	N81°24'00"W	8.15'
L368	S8°36'00"W	33.03'
L369	S81°24'00"E	64.00'
L370	N8°36'00"W	49.70'
L371	N81°24'00"W	8.15'
L372	S81°24'00"E	64.00'
L373	N8°36'00"E	33.03'
L374	N81°24'00"W	6.15'
L375	N8°36'00"E	25.82'
L376	N81°24'00"W	49.70'
L377	S8°36'00"W	9.15'
L378	N81°24'00"W	8.15'
L379	N1°23'47"W	9.15'

LINE #	BEARING	LENGTH
L380	S88°36'13"W	49.70'
L381	S1°23'47"E	25.82'
L382	S88°36'13"W	6.15'
L383	S1°23'47"E	33.03'
L384	N88°36'13"E	64.00'
L385	N1°23'47"W	49.70'
L386	S88°36'13"W	8.15'
L387	N88°36'13"E	64.00'
L388	N1°23'47"W	33.03'
L389	S88°36'13"W	6.15'
L390	N1°23'47"W	25.82'
L391	S88°36'13"W	49.70'
L392	S1°23'47"E	9.15'
L393	S88°36'13"W	8.15'
L394	N1°23'47"W	9.15'
L395	S88°36'13"W	49.70'
L396	S1°23'47"E	25.82'
L397	S88°36'13"W	6.15'
L398	S88°36'13"W	33.03'
L399	N88°36'13"E	64.00'
L400	N1°23'47"W	49.70'
L401	S88°36'13"W	8.15'
L402	N88°36'13"E	64.00'
L403	N1°23'47"W	33.03'
L404	S88°36'13"W	6.15'
L405	N1°23'47"W	25.82'
L406	S88°36'13"W	49.70'
L407	S1°23'47"E	9.15'
L408	S88°36'13"W	8.15'
L409	N1°23'47"W	9.15'
L410	S88°36'13"W	49.70'
L411	S1°23'47"E	25.82'
L412	S88°36'13"W	6.15'
L413	S1°23'47"E	33.03'
L414	N88°36'13"E	64.00'
L415	N1°23'47"W	49.70'
L416	S88°36'13"W	8.15'
L417	N88°36'13"E	64.00'
L418	N1°23'47"W	33.03'
L419	S88°36'13"W	6.15'
L420	N1°23'47"W	25.82'
L421	S88°36'13"W	49.70'
L422	S1°23'47"E	9.15'
L423	S88°36'13"W	8.15'
L424	N1°24'03'07"W	9.15'
L425	S1°5'56'53"W	49.70'
L426	S1°4'03'07"E	25.82'

LINE #	BEARING	LENGTH
L427	S1°5'56'53"W	8.15'
L428	S1°4'03'07"E	33.03'
L429	N1°5'56'53"E	64.00'
L430	N1°4'03'07"W	49.70'
L431	S1°5'56'53"W	8.15'
L432	N1°5'56'53"E	64.00'
L433	N1°4'03'07"W	33.03'
L434	S1°5'56'53"W	6.15'
L435	N1°4'03'07"W	25.82'
L436	S1°5'56'53"W	49.70'
L437	S1°4'03'07"E	9.15'
L438	S1°5'56'53"W	8.15'
L439	S88°36'12"W	9.15'
L440	S1°23'48"E	49.70'
L441	N88°36'12"E	25.82'
L442	S1°23'48"E	6.15'
L443	N88°36'12"E	33.03'
L444	N1°23'48"W	64.00'
L445	S88°36'12"W	8.15'
L446	S1°23'48"E	8.15'
L447	N1°23'48"W	64.00'
L448	S88°36'12"W	33.03'
L449	S1°23'48"E	6.15'
L450	S88°36'12"W	25.82'
L451	S1°23'48"E	49.70'
L452	N88°36'12"E	8.15'
L453	S1°23'48"E	8.15'
L454	S88°36'12"W	9.15'
L455	S1°23'48"E	49.70'
L456	N88°36'12"E	25.82'
L457	S1°23'48"E	8.15'
L458	N88°36'12"E	33.03'
L459	N1°23'48"W	64.00'
L460	S88°36'12"W	49.70'
L461	S1°23'48"E	8.15'
L462	N1°23'48"W	64.00'
L463	S88°36'12"W	33.03'
L464	S1°23'48"E	6.15'
L465	S88°36'12"W	25.82'
L466	S1°23'48"E	49.70'
L467	N88°36'12"E	9.15'
L468	S1°23'48"E	8.15'

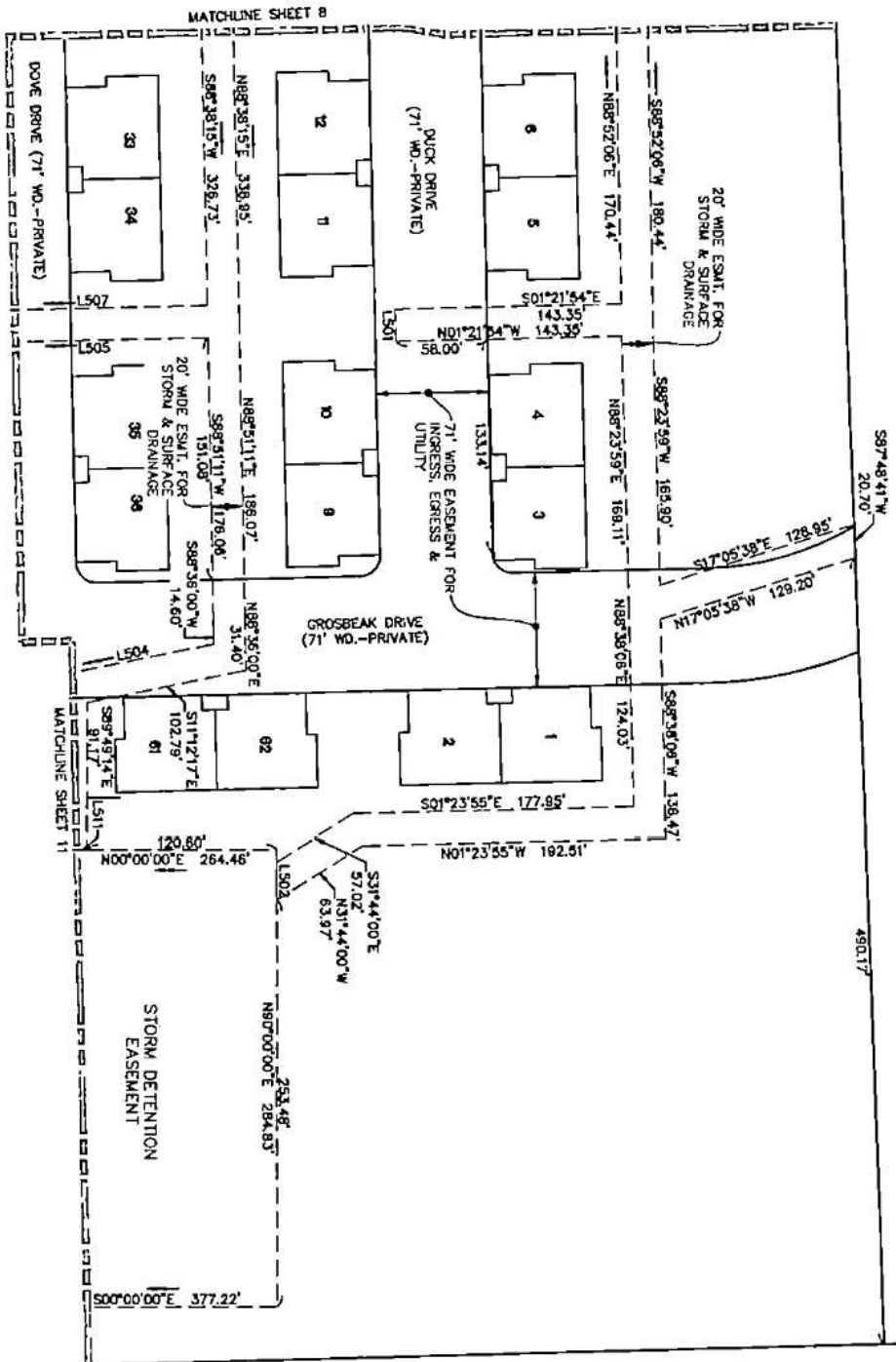
POINT #	NORTHING	EASTING
61	283363.23	13273605.64
62	282872.17	13274285.82
63	283394.77	13273689.82
64	283386.08	13273622.21
65	283387.61	13273686.19
66	283389.15	13273501.77
67	283199.65	13273594.79
68	283198.15	13273690.81
69	283196.65	13273688.82
70	283195.34	13273574.24
71	283193.85	13273510.25
72	283192.35	13273448.27
73	283191.04	13273393.68
74	283189.54	13273329.70
75	283188.05	13273265.72
76	283114.26	13273267.53
77	283115.79	13273331.51
78	283117.32	13273395.49
79	283118.66	13273448.08
80	283120.20	13273512.06
81	283121.73	13273576.04
82	283123.04	13273628.63
83	283124.58	13273682.61
84	283126.11	13273756.59
85	282926.80	13273663.15
86	282927.33	13273126.43
87	282917.76	13273189.71
88	282914.48	13273257.74
89	282926.04	13273321.72
90	282927.80	13273385.71

POINT #	NOR	E
1	921.50	
2	921.50	
3	920.50	
4	920.50	
5	922.00	
6	922.00	
7	923.30	
8	923.30	
9	921.50	
10	921.50	
11	922.00	
12	922.00	
13	923.00	
14	923.00	
15	924.56	
16	924.56	
17	924.70	
18	924.70	
19	924.70	
20	923.70	
21	923.70	
22	923.00	
23	923.00	
24	921.00	
25	921.00	
26	921.50	
27	921.50	
28	924.00	
29	924.00	
30	924.00	
31	923.00	

PROPOSED DATED -

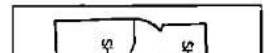
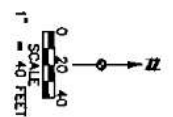
 MICHAEL D. CAMPBELL
 LICENSED PROFESSIONAL
 CIVIL ENGINEER
 TWO TORRE SQUARE
 FORT WORTH, TEXAS 76102
 (817) 447-2000

COORDINATE A
 A.I.P. HOUSING A



LINE TABLE

LINE #	BEARING
L501	N88°38'06"E
L502	N90°00'00"E
L503	N1°12'17"W
L504	S1°22'10"E
L506	S88°36'44"W
L507	N1°22'10"W
L511	S0°00'00"E

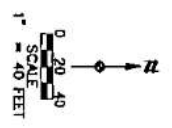
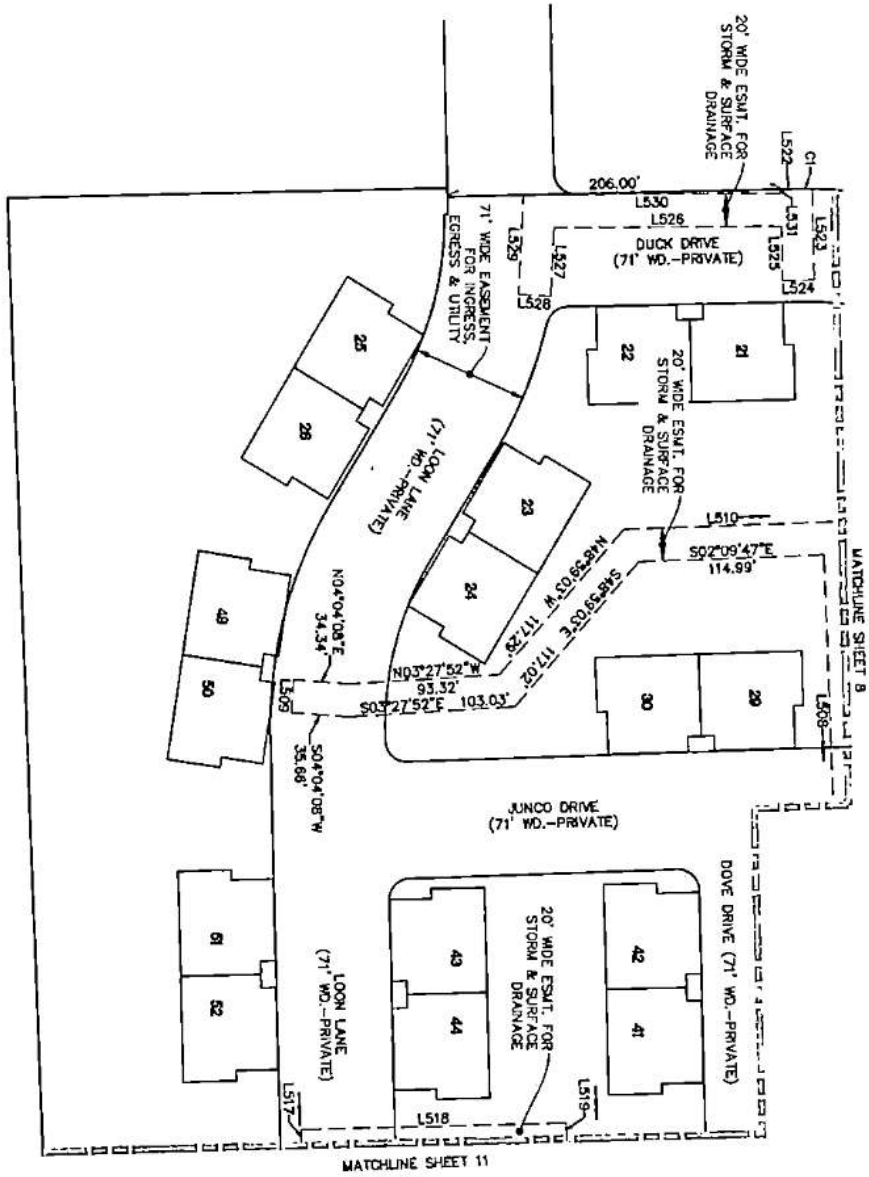


PROPOSED DATED -

MICHAEL D. EMERIE
 LICENSED PROFESSIONAL
 ARCHITECT, LLC
 TWO TORNE SQUARE
 SOUTHFIELD, MI 48076
 (248) 447-2000



EASEN
 UNITS 1-6, 9-12, 30
 AIR HOUSING A



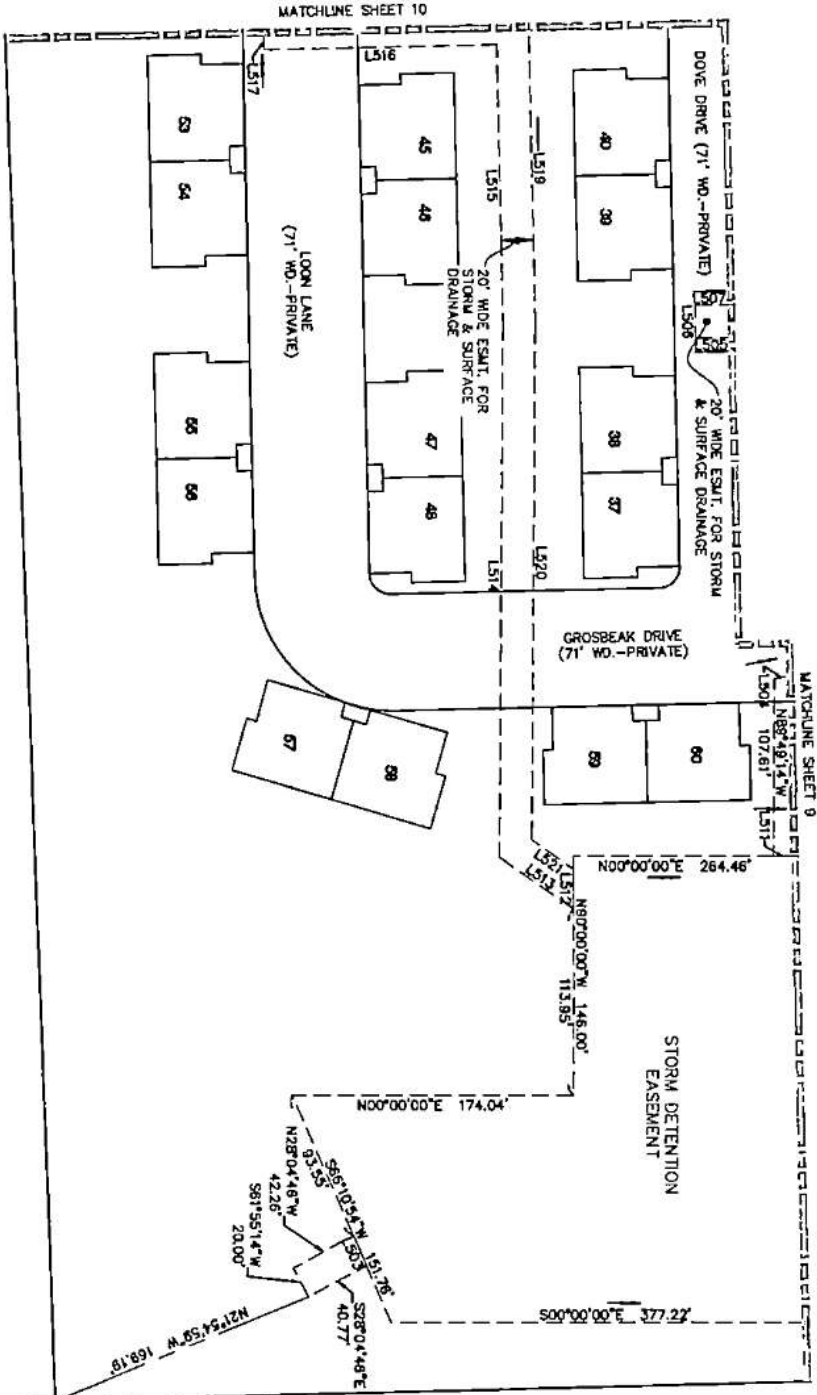
LINE #	BEARING	LENGTH
L508	S87°49'06"W	177.05'
L509	N85°55'52"W	20.00'
L510	N2°08'47"W	143.64'
L517	S88°36'06"W	20.00'
L518	N1°23'54"W	184.06'
L519	N88°37'22"E	190.74'
L522	N1°21'54"W	10.18'
L523	N88°38'06"E	56.32'
L524	S1°21'54"E	20.00'
L525	S88°38'06"W	33.08'
L526	S07°29'46"E	140.65'
L527	S87°23'55"E	41.88'
L528	S2°36'05"W	20.00'
L529	N87°23'55"W	60.63'
L530	N07°29'46"W	159.29'
L531	S88°38'06"W	2.42'

CURVE #	LENGTH	RADIUS	DELTA
C1	9.81'	263.00'	2°08'13"

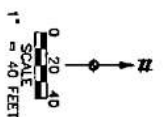


PROPOSED DATED -
 MICHAEL D. EYBREE
 LICENSED PROFESSIONAL ENGINEER
 ATWELL, LLC SQUARE
 TWO TOWNE SQUARE
 SOUTHFIELD, MI 4807
 (248) 477-2000

EASEN
 UNITS 21-26, 29-30, 41
 AIR HOUSING A



LINE #	BEARING	LENGTH
L503	N88°10'54"E	20.06'
L504	N11°12'17"W	102.35'
L511	S0°00'00"E	20.00'
L512	N90°00'00"W	24.25'
L513	N34°26'44"E	85.50'
L514	S89°41'51"E	322.50'
L515	S89°37'22"W	170.44'
L516	S1°23'54"E	144.05'
L517	S89°36'06"W	20.00'
L518	N88°37'22"E	190.74'
L520	N89°41'31"W	312.19'
L521	S34°26'44"W	31.18'

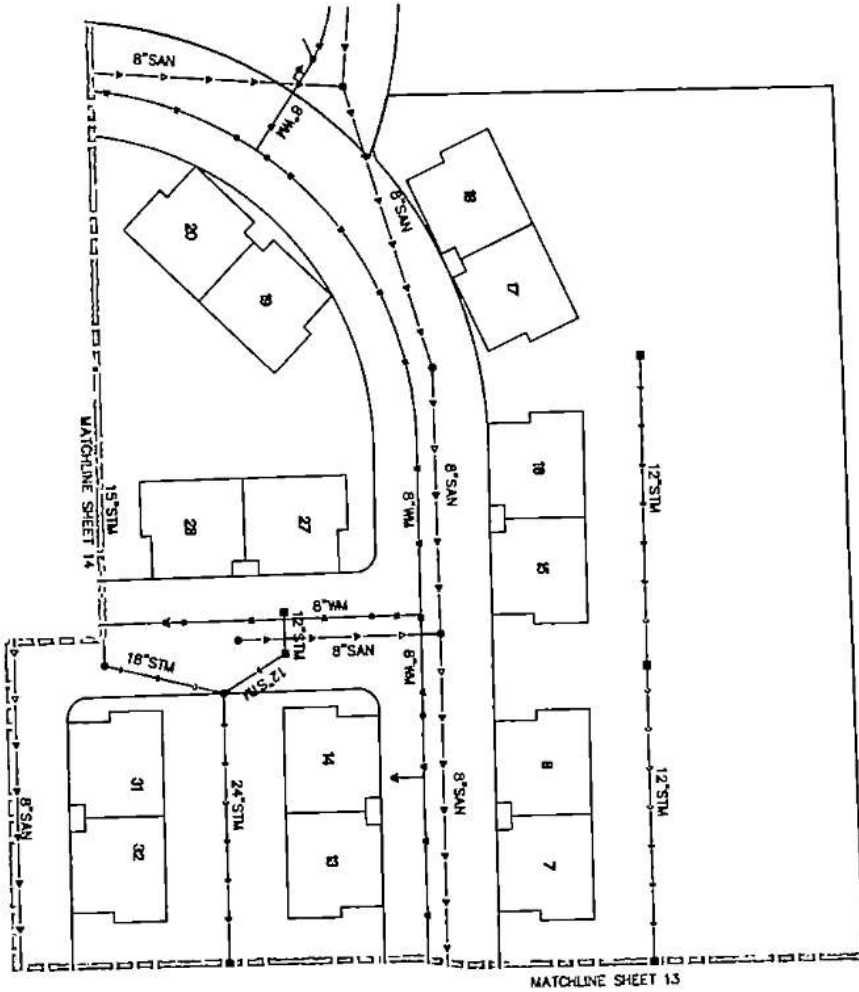


PROPOSED DATED -

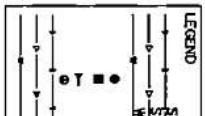
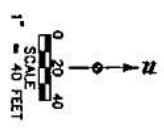
MICHAEL D. EMERIE
 LICENSED PROFESSIONAL
 CIVIL ENGINEER
 TWO TOWNE SQUARE
 SOUTHWELLS, MI 4807
 (248) 447-2000



EASE
 UNITS 37-40, 4
 AIR HOUSING A



MATCHLINE SHEET 13

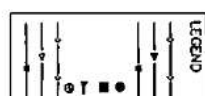
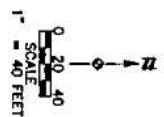
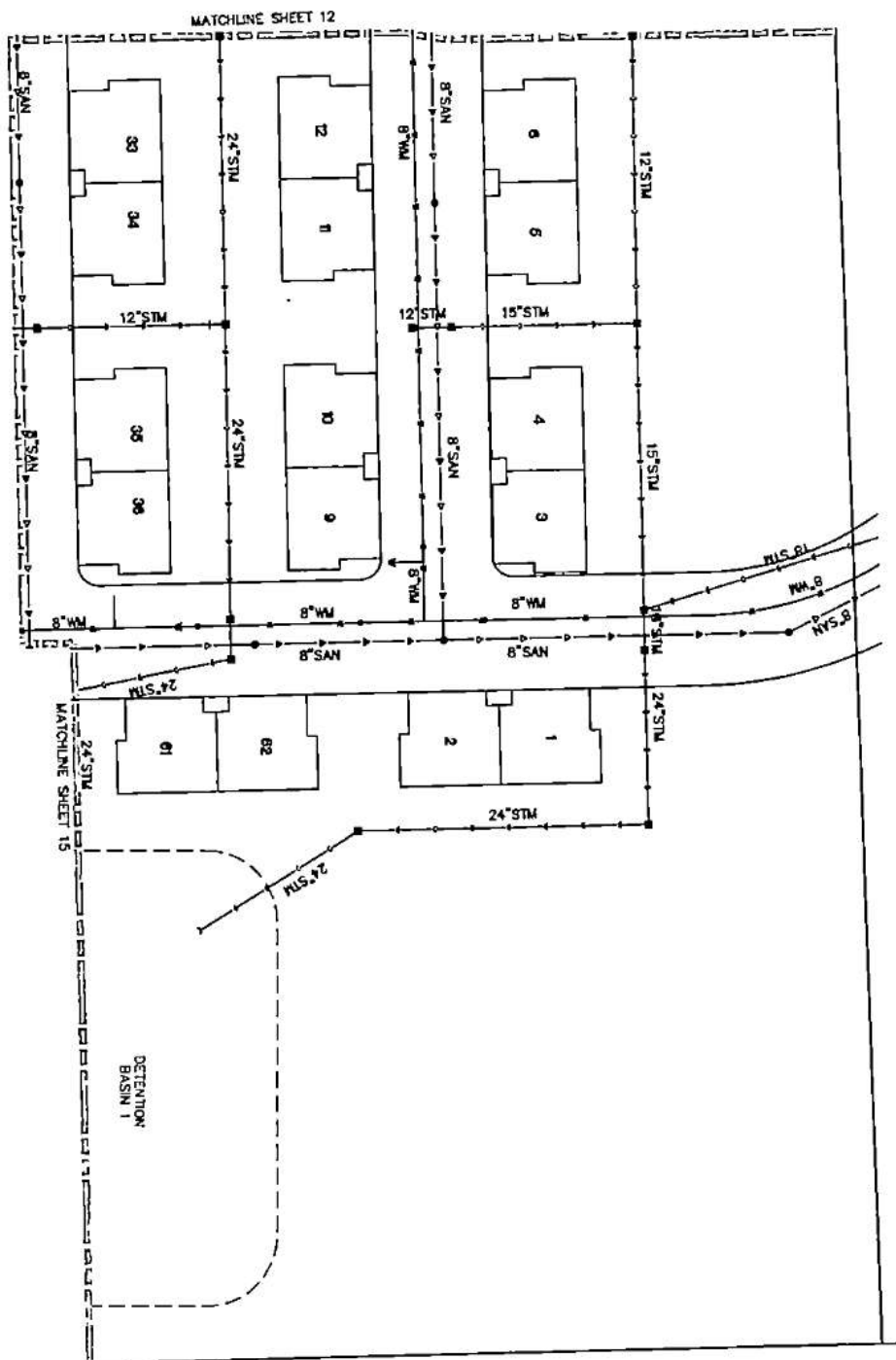


- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENTS MUST BE BUILT.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS AND UTILITIES, INCLUDING UTILITY LEADS, IN THE UNITS ARE BUILDING SITES ONLY.
 3. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER LEADS BY THE INFORMATION FROM PROPOSED ATWELL CONSTRUCTION.
 4. ALL UNITS WILL BE SERVICED WITH TELEVISION AND CABLEVISION AS DETERMINED BY THE SERVICE PROVIDERS.
 5. ALL SANITARY LEADS ARE 6\"/>



PROPOSED DATED -
 MICHAEL O. EMBREE
 LICENSED PROFESSIONAL ENGINEER
 ATWELL, LLC
 1700 TOWN SQUARE
 SOUTHFIELD, MI 4807
 (248) 447-2000

UNITS 7-8, 13-20, 27-31
 A.I.R. HOUSING A

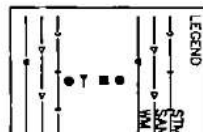
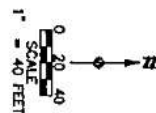
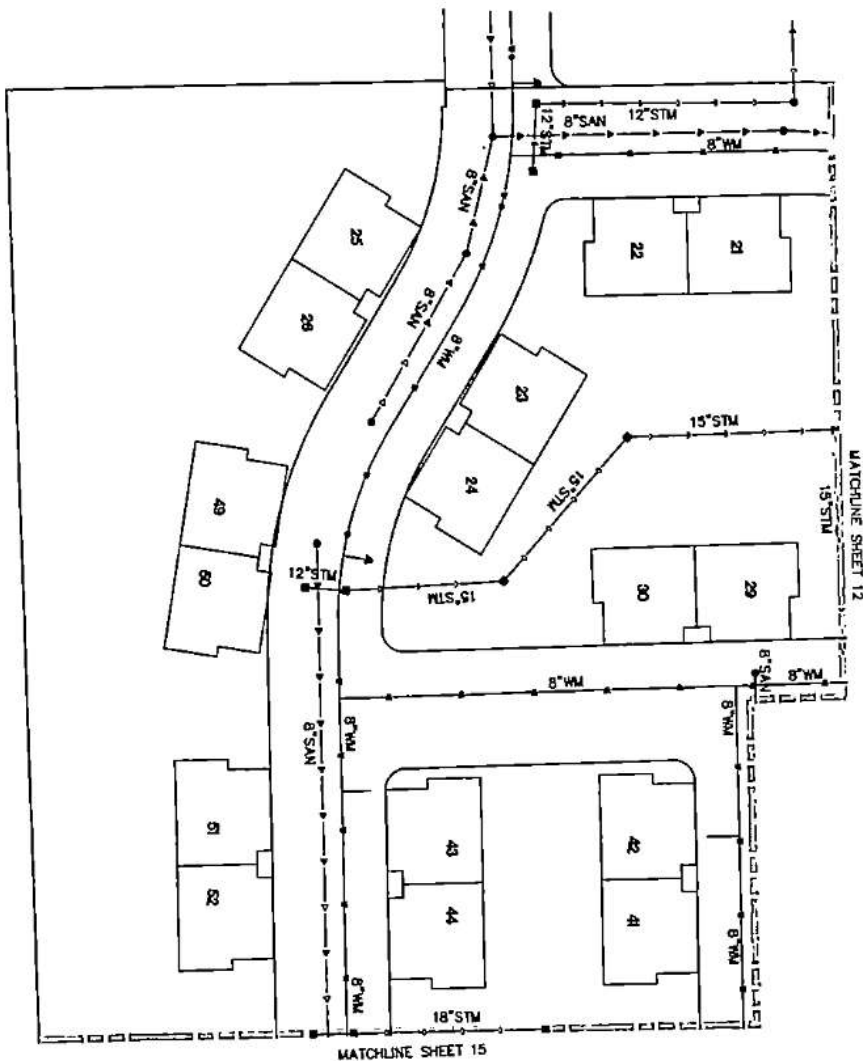


- NOTES:
1. ALL STREET AND UTILITY APPROVALS MUST BE OBTAINED.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, UTILITIES, INCLUDING UTILITY LEADS TO BE SERVICED.
 3. THE UNITS ARE BUILDING SITES & BY SOLO TOWNSHIP, THE INFORMATION FROM PROPOSED ATWELL CONSTRUCTION SHALL BE SERVICED WITH ELECTRIC BY DIE AND GAS BY THE AS-BUILT DRAWINGS.
 4. ALL STORM SEWER MAIN OBTAINMENT CONSTRUCTION PLANS ARE 6" DIA. ALL WATER LEADS ARE 1" DIA. ALL STORM LEADS ARE 4" IN DIA.
 5. ALL UTILITY METER LOCATIONS IN PRISON UNITS BUILDINGS FOR GAS, CABLE TELEVISION ARE NOT SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATED -
 MICHAEL D. EMBREE
 LICENSED PROFESSIONAL ENGINEER
 ATWELL, LLC
 TWO TOWN SQUARE
 SOUTHFIELD, MI 4807
 (248) 447-2000

UT
 UNITS 1-6, 9-12, 33
 AIR HOUSING A



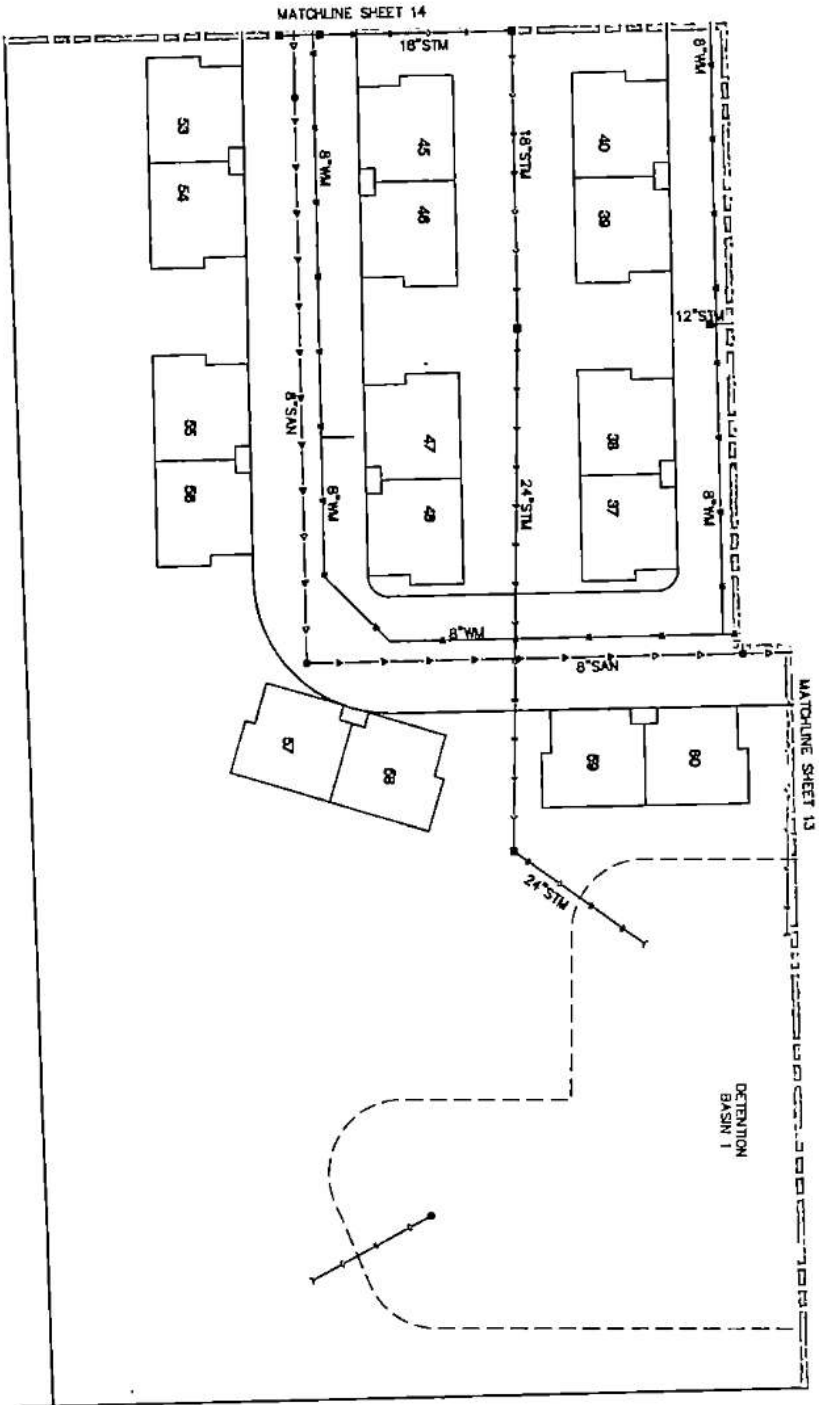
- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENT MUST BE BUILT.
 2. ALL UTILITIES, IMPROVEMENTS, INCLUDING UTILITY LEADS, SHALL BE BUILT TO THE PROPOSED BUILDING SITES ONLY.
 3. ALL UTILITIES ARE TO BE SERVICED WITH SANITARY SEWER MAINS.
 4. ALL UTILITIES WILL BE SERVICED WITH SANITARY SEWER MAINS. THE INFORMATION FROM PROPOSED ATWELL CONSTRUCTION SHALL BE USED TO DETERMINE THE LOCATION OF ALL UTILITIES AS DETERMINED BY DTE AND GAS BY DTE AND THE AS-BUILT DRAWINGS.
 5. ALL STORM SEWER MAIN OBTAINED FROM CONSTRUCTION PLANS.
 6. ALL SANITARY LEADS ARE 8" DIAMETER.
 7. ALL WATER LEADS ARE 1" DIAMETER.
 8. ALL STORM LEADS ARE 4" IN DIAMETER.
 9. ALL UTILITY METERS LOCATIONS WILL BE DETERMINED BY DTE AND GAS BY DTE AND THE AS-BUILT DRAWINGS.
 10. WHEN IT IS BUILT AND WITHIN THE UNIT, FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, AND CABLE TELEVISION ARE NOT SHOWN ON AS-BUILT DRAWINGS.

PROPOSED DATED - 1

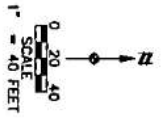
MICHAEL O. EMBREE
 LICENSED PROFESSIONAL ENGINEER
 ATWELL, LLC SQUARE
 1400 W. 14TH AVENUE
 SUITE 100
 DENVER, CO 80202
 (303) 447-2000

UT

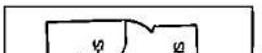
UNITS 21-26, 29-30, 41
 A.I.R. HOUSING A



DETONATION
BASIN 1



- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENTS ARE TO BE BUILT BY THE OWNER.
 2. ALL OTHER STRUCTURES, IMPROVEMENTS, UTILITIES INCLUDING UTILITY LEADS, AND UTILITIES ARE BUILDING SITES OWNERS RESPONSIBILITY.
 3. ALL UNITS ARE TO BE SERVICED WITH 1/2\"/>



PROPOSED DATED -
MICHAEL D. EMBRE
LICENSED PROFESSIONAL ENGINEER
ATWELL, LLC SQUARE
SOUTHFIELD, MI 4807
(248) 417-2000



U
UNITS 37-40, 4
A.I.R. HOUSING A