

RECEIVED  
FOR RECORD

Dec 8 12 39 PM '80

MASTER DEED

PATRICIA NEWAIRK HARDY  
REGISTER OF DEEDS  
WASHTENAW COUNTY, MICH.

EASTOVER PROFESSIONAL CENTER

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

This Master Deed is made and executed on this 5th day of December, 1980, by EASTOVER PROFESSIONAL CENTER, a Michigan limited partnership, hereinafter referred to as "Developer", whose office is situated at 700 City Center Building, Ann Arbor, Michigan, in pursuance of the provisions of the Michigan Condominium Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act".

WITNESSETH:

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

Beginning at the southeast corner of Lot 94 of "Eastover Hills No. 1", a subdivision in the northeast 1/4 of Section 4, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan as recorded in Liber 4 of Plats, Page 40, Washtenaw County Records; thence S 64° 40' 30" W 184.89 feet along the northerly right-of-way line of Eastover Place; thence N 25° 16' 00" W 186.00 feet along the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 138.12 feet along the north line of Lots 84 and 94 of said "Eastover Hills No. 1"; thence S 89° 59' 55" E 47.65 feet along the north line of said Lot 94; thence N 00° 03' 55" W 131.92 feet along the West line of Lot 89 of said "Eastover Hills No. 1"; thence S 89° 58' 35" E 119.98 feet along the southerly right-of-way line of Crestland Drive; thence S 00° 03' 20" E 131.88 feet along the East line of Lot 90 of said "Eastover Hills No. 1"; thence N 89° 59' 55" W 59.98 feet along the South line of said Lot 90; thence S 00° 03' 35" E 50.29 feet; thence N 89° 59' 55" W 38.60 feet; thence S 23° 04' 55" E 111.00 feet along the easterly line of Lot 94 of said "Eastover Hills No. 1" to the point of beginning, being lots 89, 90 and 94 and part of Lots 84, 85, 86 and 95 of said "Eastover Hills No. 1" and containing 51036 square feet of land, more or less. Being subject to easements and restrictions of record, if any. Also granting the rights of ingress and egress over a 12 foot wide strip of land having a center-line described as follows: Commencing at the southeast corner of Lot 94 of said "Eastover Hills No. 1", thence S 64° 40' 30" W 15.00 feet along the northerly right-of-way line of Eastover Place to the point of beginning; thence N 23° 04' 55" W 156.33 feet; thence N 89° 59' 55" W 13.32 feet; thence S 64° 42' 30" W 153.81 feet to a point on the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 153.81 feet; thence S 89° 59' 55" E 83.22 feet; thence N 89° 59' 55" W 12.98 feet; thence N 00° 03' 55" W 146.90 feet to a point on the southerly right-of-way line of Crestland Drive, said point being the point of termination. Also granting an easement, for parking purposes only, described as follows: Commencing at the southeast corner of Lot 94 of said "Eastover Hills No. 1", thence N 23° 04' 55" W 69.00 feet along the east line of said lot to the point of beginning; thence continuing N 23° 04' 55" W 42.00 feet along said East line; thence S 89° 59' 55" E 13.04 feet; thence S 23° 04' 55" E 42.00 feet; thence N 89° 59' 55" W 13.04 feet to the point of beginning.

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

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

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

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the Laws of the State of Michigan.
- (c) "Association By-Laws" means the corporate By-Laws of Eastover Professional Center Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (d) "Common Elements", where used without modification, shall mean both the general and limited common elements described in Paragraph FOURTH hereof.
- (e) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.
- (f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.

- (g) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Eastover Professional Center as described above.
- (h) "Condominium Project", "Condominium" or "Project" means Eastover Professional Center as an approved condominium project established in conformity with the provisions of the Act.
- (i) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner".
- (k) "Developer" shall mean Eastover Professional Center, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns.
- (l) "Unit" means the enclosed space constituting a single complete office unit in Eastover Professional Center as such space may be described in Exhibit "B" hereto.
- (m) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

SECOND: The condominium project shall be known as Eastover Professional Center, Washtenaw County Condominium Subdivision Plan No. 51. The architectural plans for the project were approved in part by Pittsfield Township prior to annexation to the City of Ann Arbor, and in part by the City of Ann Arbor, State of Michigan. The condominium project is established in accordance with the Act.

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

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

A. The general common elements are:

- (1) The land described in page one hereof, including drive-ways, roads, sidewalks and parking spaces not designated as limited common elements;
- (2) The electrical wiring network throughout the project up to, but not including, the digital read-out for the sub-electric meter for each unit;
- (3) The gas line network throughout the project up to, but not including, the gas meter for each mechanical room and assigned unit;

- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows, doors and heating ducts therein), roofs, roof joists, ceilings, floor construction between unit levels, basement floors and chimneys;
- (8) The atrium, together with access thereto through unit 12, for maintenance purposes and for access to the mechanical room located therein;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit, and which are intended for common use or necessary to the existence, upkeep and safety of the project;
- (10) Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH A(2), (3), (4), (5) and (6), may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. The limited common elements are:

- (1) Certain parking spaces are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto with numbers which correspond to the unit to which such parking spaces respectively appertain.
- (2) Each individual porch in the project is restricted in use to the co-owner of the unit which opens into such porch as shown on Exhibit "B" hereto.
- (3) Each individual exterior air-conditioning unit, and the pad upon which it sits, shall be restricted in use to the co-owners of the units to which it is connected.
- (4) Each hallway, stairway, mechanical room, lavatory, furnace, and interior air conditioner designated as such in Exhibit "B" shall be restricted in use to the co-owners of the units assigned thereto, who shall have access through intervening units during normal business hours and in emergencies to reach mechanical rooms and their contents.
- (5) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit. Co-owners of adjacent units may open doorways between them at their own expense, subject to architectural approval of the Association Board of Directors, and such passageways shall become appurtenant to said units.

C. Co-owners of the following units may make certain changes to said units at their own expense, subject to architectural approval of the Association Board of Directors:

(1) Units 4, 5 and 6 shall be able to enclose, divide and incorporate their porch into their units. Percentages of value under paragraph FIFTH C shall be recalculated to include such additional square footage.

(2) Units 6, 7 and 8 may have energy efficient windows installed, as general common elements, in existing windowless exterior walls.

(3) Unit 7 may install an exterior door, as a general common element, on the North end with a porch, as a limited common element, similar to others already existing.

(4) Unit 8 may add a roof mounted furnace and air-conditioner, as limited common elements, and may install an exterior door, as a general common element, on the North or South end with a porch, as a limited common element, similar to others already existing.

(5) Unit 14 may install an interior door for access to the adjacent interior hallway (H-1), as a general common element, and an exterior door on the East side, as a general common element, with a porch similar to others already existing, as a limited common element.

(6) Unit 17 may construct two (2) additional parking spaces, as limited common elements, appurtenant to that unit within the parking easement area shown on Exhibit "B" hereto at his own expense, subject to construction approval by the Association Board of Directors.

(7) Unit 18 shall be permitted to construct and maintain at his sole expense an exterior stairway, as a limited common element, for a second exit over the location of the existing stairway to unit 15 on the North end of the unit.

(8) Co-owners of units with porches designated on Exhibit "B" hereto shall be permitted to construct wind breaks, or enclose them to conserve energy. Such enclosure shall not result in any change in percentages of value and shall be constructed and maintained at the sole expense of the appurtenant unit co-owner.

(9) The co-owner making any such change shall be responsible for the cost of preparing and recording any necessary amendment to the Master Deed and several co-owners making such changes may join together to prepare such an amendment.

D. The cost of maintenance, repair and replacement of the limited common elements described in subparagraphs FOURTH B(3), B(4), C(1), C(4), C(7) and C(8) above shall be borne by the co-owners of the units to which such limited common elements respectively appertain. Where a limited common element is appurtenant to more than one condominium unit the co-owners of those units shall proportionately share in such expenses.

The cost of maintenance, repair and replacement of the window glass and that portion of the window frame attached to the glass referred to in paragraph FOURTH A (7) shall be borne by the co-owner of the unit in which such general common elements are located.

The cost of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association, except that the costs of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in paragraph FOURTH B(5) shall be borne by the co-owner of each unit to which such surfaces are appurtenant, unless such maintenance, repair and replacement is necessitated by co-owner fault, in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds.

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

**FIFTH:**

A. Each unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of Eastover Professional Center as surveyed by Washtenaw Engineering Co., Inc., and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown in Exhibit "B" have been physically measured by Washtenaw Engineering Co., Inc. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each unit is set forth in subparagraph C below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B"), to the total square footage of floor space in all units in the Condominium Project. The total value of the project is 100. Each co-owner's maximum percentage value of undivided interest in the common elements in the Condominium Project is set forth below and will not vary, except as provided in paragraph FOURTH C(1) above.

C. Set forth below are:

(1) Each office unit number as it appears on the Condominium Subdivision Plan.

(2) The percentage of value assigned to each office unit.

<u>Unit Number</u>		<u>Percentage of Value Assigned</u>
1 - 2223-1	Packard Street	5.68
2 - 2223-2	Packard Street	5.03
3 - 2223-3	Packard Street	7.81
4 - 2223-4	Packard Street	8.49
5 - 2223-5	Packard Street	11.04

<u>Unit Number</u>		<u>Percentage of Value Assigned</u>
6 - 2223-6	Packard Street	.91
7 - 2223-7	Packard Street	3.97
8 - 2223-8	Packard Street	8.13
9 - 2223-9	Packard Street	1.64
10 - 2223-10	Packard Street	.94
11 - 2223-11	Packard Street	1.23
12 - 2223-12	Packard Street	4.85
13 - 2223-13	Packard Street	2.91
14 - 2223-14	Packard Street	11.42
15 - 2223-15	Packard Street	13.69
16 - 2223-16	Packard Street	3.34
17 - 2223-17	Packard Street	3.07
18 - 2223-18	Packard Street	5.85

**SIXTH:**

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

- (a) A first mortgagee at its request is entitled to written notification from The Association of any default by the co-owner of such office unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.
- (b) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the condominium documents; and shall be free to sell or lease such unit without regard to any such provision.
- (c) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged office unit).
- (d) Unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:
  - (1) by act or omission seek to abandon or terminate the condominium project;
  - (2) change the prorata interest or obligations of any condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the prorata share of ownership of each unit in the common elements;

- (3) partition or subdivide any condominium unit;
  - (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;
  - (5) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project;
- (e) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.
  - (f) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
  - (g) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the developer or affiliates of the developer is voidable by the board of directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the board of directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

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

**EIGHTH:** In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, building, improvements and walls (including interior unit walls) contained herein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed, for access to the atrium, for interior access to water shut off valves that provide water to the common elements and to the main electric and water meters serving the condominium building. There shall exist easements of support with respect to any unit interior wall which supports a common element.



**NINTH:** Developer reserves the right to rent condominium units prior to sale.

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

- (a) Prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A", as do not materially affect any rights of any co-owner in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by any agency of the Federal government or the State of Michigan.
- (b) If there is no co-owner other than the developer, the developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project or amend the master deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the developer.
- (c) If there is a co-owner other than the developer, then the condominium project shall be terminated only by the unanimous agreement of the developer, unaffiliated co-owners of condominium units to which all of the votes in the association of co-owners appertain and the mortgagees of all of the mortgages covering the office units.
- (d) Agreement of all of the co-owners and mortgagees to termination of the condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.
- (e) Upon recordation of an instrument terminating a condominium project the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.
- (f) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and this act.
- (g) The condominium documents may be amended for a proper purpose, without consent of co-owners, mortgagees, and other interested parties, including the modification of the types



## CONDOMINIUM BY-LAWS

## EASTOVER PROFESSIONAL CENTER

## ARTICLE I.

## ASSOCIATION OF CO-OWNERS

Section 1. EASTOVER PROFESSIONAL CENTER, a condominium project, located in the City of Ann Arbor, County of Washtenaw, State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any office unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his office unit in the Condominium.

(c) Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each office unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the office units owned by such co-owner as set forth in paragraph FIFTH of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an office unit in the condominium project to the Association. No co-owner other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in sub-paragraph "e" below or by a proxy given by such individual representative. The developer may only vote for those office units for which it has a certificate of occupancy.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the

office unit or office units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of forty percent (40%) in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy 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.

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

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. The Association shall keep current copies of the approved master deed, all amendments to the master deed, and other condominium documents for the condominium project and 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 co-owners. Such condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective purchasers, and prospective mortgagees of condominium units in the condominium project. Such accounts shall be open for inspection by the co-owners during reasonable working hours, the books and records shall be audited at least once each year by qualified independent auditors, and income, expenses and position statements shall be prepared at least twice annually by qualified accountants and distributed to each co-owner.

the contents of which shall be defined by the Association. The cost of such professional accounting assistance shall be an expense of administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association By-Laws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing duties imposed by these By-Laws, or any further duties which may be imposed by resolution of the members of the Association, or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for non-payment of said assessments.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (6) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.
- (8) To make rules and regulations in accordance with Article

VI, Section 12 of these By-Laws.

(9) To enforce the provisions of the Condominium Documents.

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by any agency of the federal government or the State of Michigan.

(11) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

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

(13) To assert, defend, or settle claims on behalf of all co-owners in connection with the common elements of the Condominium project. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

(b) The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, 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. Any agreement or contract for professional management of the Condominium project shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that the term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

(c) All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement, of the officers of the Association and may

contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of sixty percent (60%) of all co-owners in number and in value.

Section 6. The first annual meeting of the members of the Association may be convened only by Developer and shall be called within six (6) months from the date when fifty-one percent (51%) in value and in number of all units in Eastover Professional Center have been sold and the purchasers thereof qualified as members of the Association, with said project to be converted into eighteen (18) office units, but in no event, later than one (1) year after the recording of the initial Master Deed. Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings shall be held as specified in the Association By-Laws. Upon the sale of fifty-one percent (51%) in value and in number of all units in all phases in the development, the transitional control date shall occur and this means the date on which a board of directors for an association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the developer exceed the votes which may be cast by the developer. Developer shall provide for the election of a non-developer Advisory Committee composed of five (5) co-owners no later than six (6) months after the recording of the Master Deed so as to provide a means for co-owner communication with the first Board of Directors appointed by the developer until the first annual meeting of members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. Following the formation of the Advisory Committee the first Board of Directors shall meet with it a minimum of four (4) times each year. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are elected.

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II.

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended; and all sums received as proceeds of or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. The reserve fund must be at least ten percent (10%) of the current annual budget, noncumulative. The developer shall have the duty to set aside this amount of the annual budget in a reserve fund at the transitional control date and it will be liable for any deficiencies. It should be noted that this required minimum standard may prove to be inadequate for this particular project. The Board of Directors should carefully analyze this project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall also apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with Article I, Section 6 hereof even though it may be difficult to determine a budget in advance. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed \$1,000.00, or (4) in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary. Assessments referred to in this subparagraph (a) levied in the sole discretion of the Board of Directors shall



not exceed One Thousand Dollars (\$1,000.00) per assessment unless the prior approval to such levy shall have been given by at least sixty percent (60%) of all co-owners in value and in number.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per year or (2) assessments to purchase an office unit upon foreclosure of the lien for assessments described in Section 6 hereof. Special assessments referred to in this Sub-paragraph (b) (but not including those assessments referred to in Sub-paragraph 3 (a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each office unit in paragraph "FIFTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an office unit. Annual assessments as determined in accordance with Article II, Section 3(a), above, shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to an office unit or with acquisition of fee simple title to an office 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 payments. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his office unit which may be levied while such co-owner is the owner thereof.

Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his office unit.

Section 6. 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. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law.

Each co-owner of a unit in the project acknowledges that at the time of acquiring title to such unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for 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 ordinary mail addressed to the representative designated in the written notice required by Article I 2(e) hereof to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, (iv) the legal description of the subject unit and (v) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon ten (10) days' written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him.

Upon the sale or conveyance of a condominium unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (1) Amounts due the state, or any subdivision thereof, or any municipality for taxes, and special assessments due and unpaid on the condominium unit.
- (2) Payments due under a first mortgage having priority thereto.
- (3) A purchaser or grantee is entitled to a written statement from the association of co-owners setting forth the amount of unpaid assessments against the seller or grantor

and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of co-owners as provided in the Act, at least five (5) days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

Sums assessed to a co-owner by the association of co-owners which are unpaid constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the association of co-owners in the name of the condominium project on behalf of the other co-owners.

Section 7. Commencing on the date of the sale and conveyance of the first office unit the Developer of the condominium shall be responsible for payment of the full monthly Association maintenance assessment for all converted units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Converted unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number

of the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved master deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessment of any fractions thereof shall combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitations:

(a) Except as provided in this section a mechanic's lien for work performed upon a condominium unit or upon a limited common element may attach only to the condominium unit upon which the work was performed.

(b) A mechanic's lien for work authorized by the developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the developer at the time of recording of the statement of account and lien.

(c) A mechanic's lien for work authorized by the association of co-owners may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(d) A mechanic's lien may not arise or attach to a condominium unit for work performed on the common elements not contracted by the developer or the association of co-owners.

### ARTICLE III.

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, these By-Laws, or the management agreement, if any, or any disputes, claims or grievances arising among or between co-owners or between co-owners and the Association or with a management company shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time thereafter shall be applicable to any such arbitration.

Section 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the Courts.

#### ARTICLE IV.

##### INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements, limited common areas and office units of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his office unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his office unit or elsewhere on the Condominium and for his personal liability for occurrences within his office unit or upon limited common elements appurtenant to his office unit, and also for alternative office expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages; provided that, if the Association elects to include such personal property insurance, personal liability insurance, and coverage for alternative office expense in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association and such insurance shall contain a severability of interest endorsement.

(b) All common elements, limited common areas and office units of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any office unit and include the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an office unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his office unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under

its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied 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 project unless all of the institutional holders of first mortgages on units in the project have given their prior written approval.

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

#### ARTICLE V.

##### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a common element or office unit, the property shall be rebuilt or repaired if any office unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no office unit is tenantable, and if each institutional holder of a first mortgage

lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt, and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of an office unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his office unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-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 co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any dwelling unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a dwelling unit caused by such common elements or the reconstruction, repair or maintenance thereof. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. 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 costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire office unit by eminent domain, the co-owner of such office unit and his mortgagee, as their interests may appear, shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose office unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any office unit is taken, the Association shall rebuild the same as is necessary to make it tenantable and remit the balance of the condemnation proceeds pertinent to such office unit to the owner thereof and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the condominium other than any office unit the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than sixty-seven percent (67%) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners, and their mortgagees as their interests may appear, in accordance with their respective percentages of value set forth in Article FIFTH of the Master Deed.

(c) In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any office unit shall have been taken, then Article FIFTH of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

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

(e) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree



reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not re-vested in the co-owner pursuant to subsection (f), as well as for that portion of the condominium unit taken by eminent domain.

(E) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the re-allocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owners entire undivided interest in the common elements and for the entire condominium unit.

(g) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 7. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than sixty-seven percent (67%) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

Section 8. A co-owner who desires to make a repair or structural modification of his or her office unit shall first obtain written consent from the Association. The Association need not give its consent if such repair or modification might jeopardize or impair the structural soundness or safety, or both, of the condominium project.

Section 9. Any person designated by the Association shall have access to each office unit as necessary during reasonable hours, upon notice to the occupant thereof, for maintenance, repair, or replacement of any of the common elements therein or accessible therefrom, and shall have access to each office unit without notice for making emergency repairs necessary to prevent damage to other office units or the common elements, or both.

#### ARTICLE VI.

#### RESTRICTIONS

Section 1. No office unit shall be used for other than such purposes as shall be permitted under the City of Ann Arbor zoning classification for office use.

Section 2. (1) A co-owner, including the developer, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the association of co-owners at least 21 days before leasing the condominium unit and shall supply the association of co-owners with a copy of the exact lease form for its review for its compliance with the condominium documents. A developer proposing to rent condominium units before the transitional control date, shall notify either the advisory committee or each co-owner in writing.

(2) No rooms in an office unit may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

(3) Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state and shall be in writing.

(4) If the association of co-owners determines that the tenant or nonco-owner occupant failed to comply with the conditions of the condominium documents, the association of co-owners shall take the following action:

(a) The association of co-owners shall notify the co-owner by certified mail advising of the alleged violation by tenant.

(b) The co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the association of co-owners that a violation has not occurred.

(c) If after 15 days the association of co-owners believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the association of co-owners, if it is under the control of the developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or nonco-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceeding. The association of co-owners may hold both the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the condominium unit.

(5) When a co-owner is in arrearage to the association of co-owners for assessments, the association of co-owners may give written notice of the arrearage to a tenant occupying a co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the association of co-owners. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 3. Except as otherwise provided in paragraph FOURTH of the Master Deed, no co-owner shall make alterations in exterior appearance or make structural modifications to his dwelling unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the

soundness, safety, utility, or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any office unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress. No co-owner shall do or permit anything to be done or keep or permit to be kept in his office unit or on the common elements anything that will increase the rate of insurance on the Condominium and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition whether approved or not by the Association.

Section 5. No animals, of any kind shall be maintained by any co-owner or tenant upon the premises of the Condominium.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by any co-owner either in his office unit or upon the common elements which spoils the appearance of the Condominium.

Section 7. Sidewalks, landscaped areas, driveways, parking areas, porches, hallways and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 8. No vehicles other than passenger and commercial vehicles may be parked upon the premises of the Condominium. All such vehicles shall be parked in duly designated or unassigned parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of excessive motor vehicles by a number of co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all motor vehicles maintained on the Condominium premises.

Section 9. No co-owner or any employee, tenant, guest or invitee shall be allowed on the roof of the condominium building, except for repair or emergency purposes.

Section 10. The atrium and decorative pool therein shall be for ornamental purposes only and shall not be utilized for picnicing, wading, or other contrary purposes.

Section 11. No signs or other advertising devices shall be displayed which are visible from the exterior of an office unit or on the common elements, including "For Sale" signs, without written permission from the Association, which shall adopt uniform rules for identification signs for assigned parking spaces and office units.

Section 12. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws, 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 elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these By-Laws. Any regulations adopted by the first Board of Direc-

tors prior to the first annual meeting of the entire Association shall be subject to the approval of a simple majority of the co-owners in residence, or the Michigan Department of Commerce if there are no co-owners in residence. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 13. The Association or its duly authorized agents shall have access to each office unit from time to time, during reasonable working hours, upon notice to the co-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 office unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another office unit. It shall be the responsibility of each co-owner to provide the Association means of access to his office unit during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his office unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements.

Section 15. Use of motorized vehicles anywhere on the condominium premises other than passenger and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may by duly adopted Regulations, make reasonable exceptions to this Section.

Section 16. Each co-owner shall maintain his office unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in an office unit which are appurtenant to any other office unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his employees, guests, tenants, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any office unit which he offers for sale. Until all office units in the entire condominium project are sold by Developer, Developer shall have the right to maintain a sales office, a construction office, model office units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable conversion and sale of the entire project by Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by Developer, and restore the facilities to tenantable status upon termination of use.

#### ARTICLE VII.

##### MORTGAGES

Section 1. Any co-owner who mortgages his office unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall, at the written request of a mortgagee of any such unit, give written notification to the mortgagee of any such office unit of any default by the co-owner of such office unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

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

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change in the Condominium Documents and any change of manager (not including change in employees of a corporate manager) of the Condominium Project.

Section 4. Any mortgagee which comes into possession of an office unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the Condominium documents; and shall be free to sell or lease such unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Unless at least two-thirds (2/3) of the holders of first mortgage liens on office units have given their prior written approval (based upon one (1) vote for each mortgage owned), the Association shall not:

(a) by act or omission seek to abandon or terminate the Condominium Project;

(b) following the recording of the Master Deed change the pro rata interest or obligations of any office unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance

proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each office unit in appurtenant real estate and any improvements thereon which are owned by the co-owners in the Condominium Project in undivided pro rata interests ("common elements");

(c) partition or subdivide any office unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause; nor

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

Section 6. Whenever a notice requirement appears in these By-Laws for the benefit of a mortgagee, which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 7. Upon written request submitted to the Condominium Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 8. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any office unit in the project which comes into possession of the office 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 office unit which accrue prior to the time such holder comes into possession of the office unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all units including the mortgaged office unit).

Section 9. Nothing contained in the Condominium documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common elements.

#### ARTICLE VIII.

##### AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

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

Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all co-owners in number and in value, and one hundred percent (100%) of all mortgagees if the proposed amendment would result in a material change to their rights hereunder or jeopardize their security in the Condominium. A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

Section 4. Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Register of Deeds in the County where the condominium is located and must have been approved by the Michigan Department of Commerce and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations, or materially effect the rights of any member of the Association.

Section 5. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

Section 6. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon approval of the same by the Michigan Department of Commerce and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these By-Laws shall become effective which involved any change, direct or indirect, in Article I Section 3 and 4(b), Article II Sections 3(a) and 4, Article IV Section 1(d), Article V Sections 1, 4 and 6, Article VII Sections 1, 4, 8 and 9, Article VIII Sections 3 and 6 or Article XI Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any members of the Association.

#### ARTICLE IX.

#### COMPLIANCE

Section 1. The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE X.

DEFINITIONS

Section 1. All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XI.

REMEDIES FOR DEFAULT

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

(a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.

(b) In any proceeding arising because of an alleged default by a co-owner, the Association, if successful, may 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 co-owner be entitled to recover such attorneys fees.

(c) 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 office unit, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents.

(d) The Association may levy fines and late charges with proper notice and a hearing.

(e) A co-owner may maintain an action against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium documents. A co-owner may maintain an action against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.

(f) The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.

(g) All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.



ARTICLE XII.

SEVERABILITY

Section 1. In the event that any of the terms, provisions or covenants of these By-Laws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

# EASTOVER PROFESSIONAL CENTER

WASHTENAW COUNTY CONDOMINIUM  
SUBDIVISION PLAN No 51

EXHIBIT B TO THE MASTER DEED OF

CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN

**DEVELOPER**  
EASTOVER PROFESSIONAL CENTER  
700 CITY CENTER BUILDING  
ANN ARBOR, MICHIGAN 48104

**SURVEYOR**  
WASHTENAW ENGINEERING CO., INC  
855 S WAGNER ROAD  
ANN ARBOR, MICHIGAN 48106

ATTENTION, COUNTY REGISTRATION OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER  
MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE  
PROJECT A RECORD HAS BEEN ASSIGNED TO THIS  
THE TITLE ON THIS SHEET AND IN THE  
SURVEYOR'S CERTIFICATE ON SHEET 2


**RESOURCES**

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF WASHTENAW, MICHIGAN, LIBER 1784, PAGE 783, AND INDEXED THEREIN, THE FOLLOWING DEEDS, TO-WIT: DEED NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.







- SHEET INDEX**
- 1 COVER SHEET
  - 2 CONVEYANCE PLAN
  - 3 SITE PLAN
  - 4 UTILITY PLAN
  - 5 FLOOR PLANS
  - 6 SECTIONS

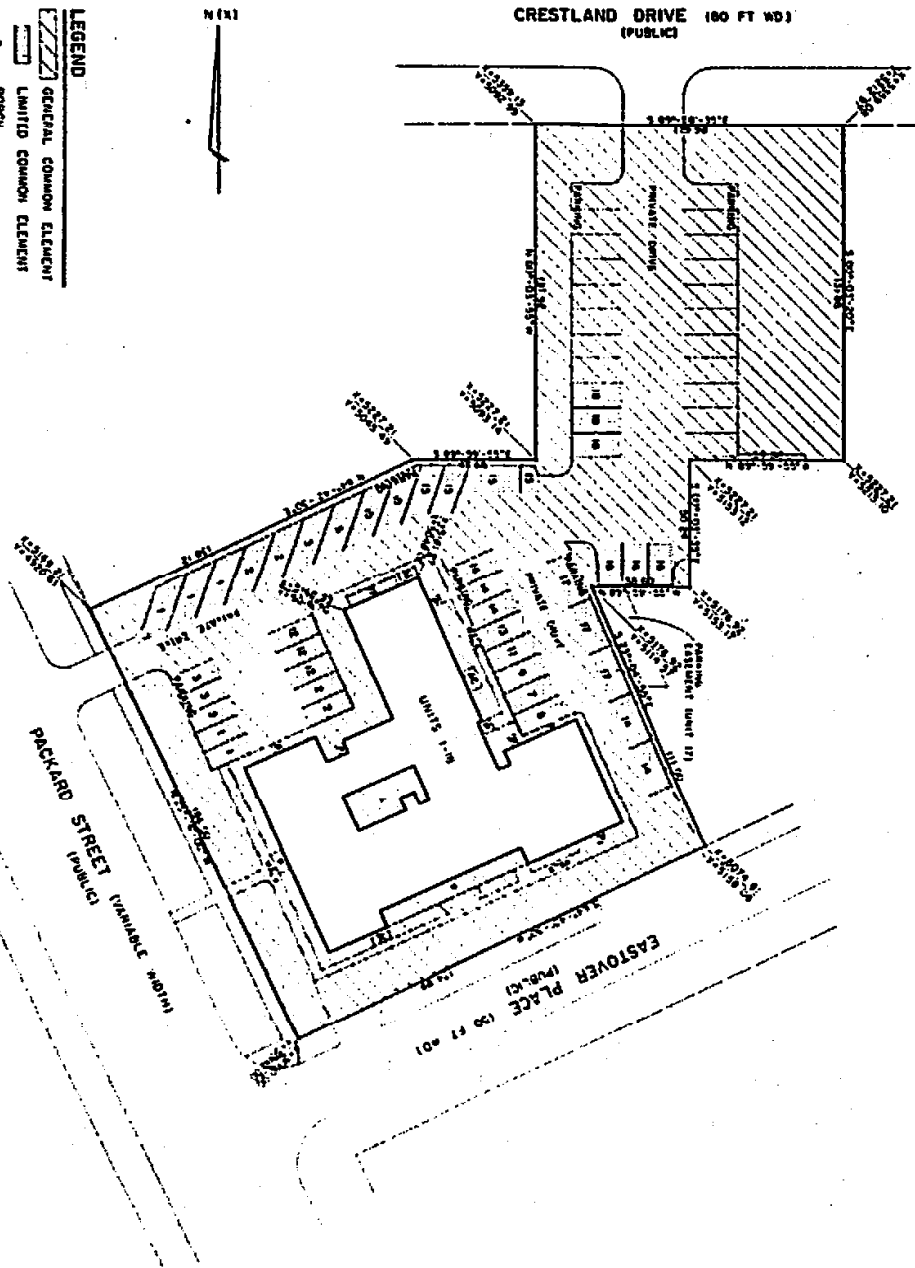
APPROVED  
11/15/11  
WASHTENAW ENGINEERING CO., INC  
ANN ARBOR, MICHIGAN

PROPOSED, DATED 9-8-10 SHEET 1





- LEGEND**
-  GENERAL COMMON ELEMENT
  -  LIMITED COMMON ELEMENT
  -  PORCH
  -  ST STAINWELL
  -  AIRRIVE
  -  AIR CONDITIONING PAD



APPROVED  
DATE 5-8-00

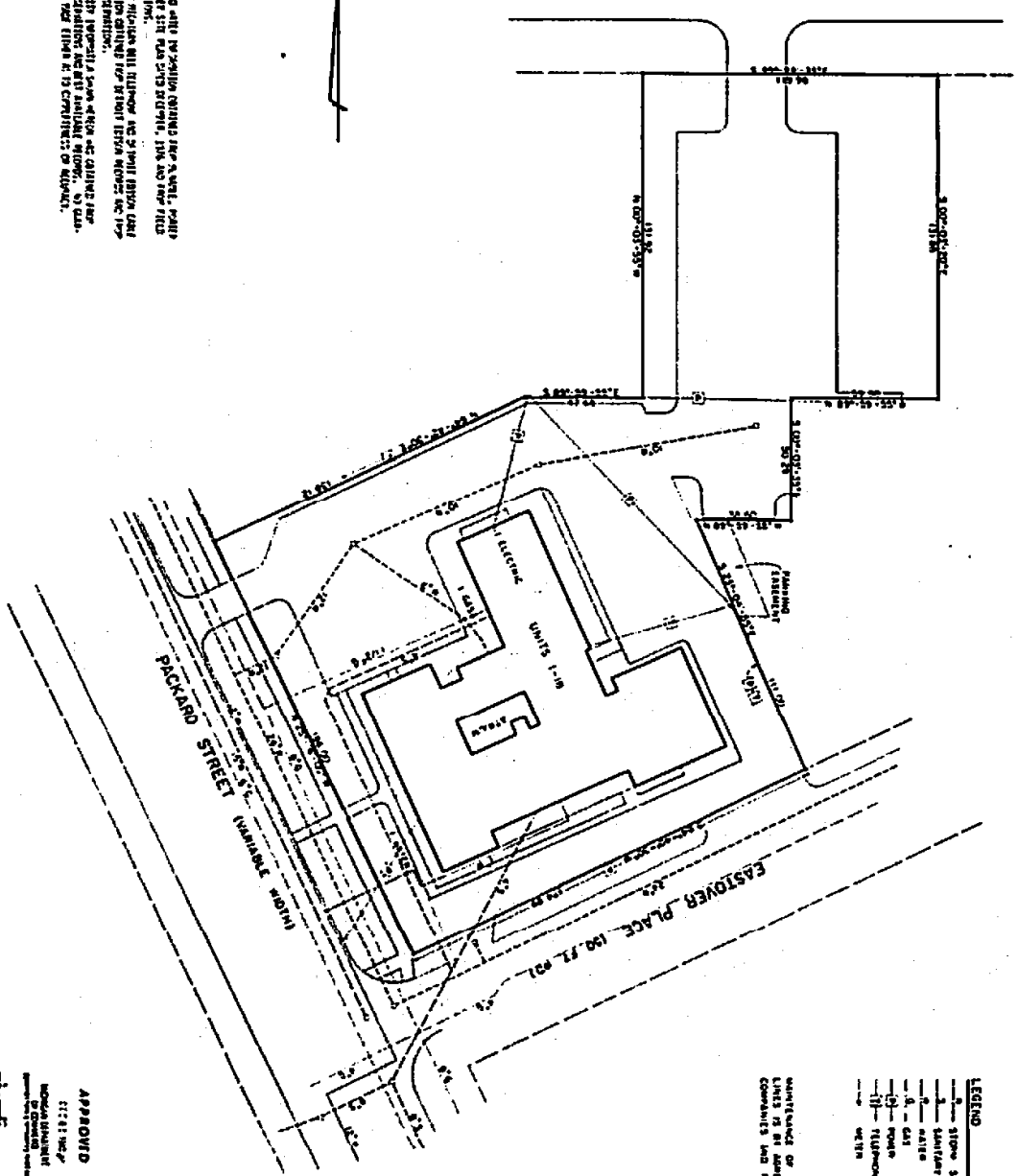


<p>PROJECT: EASTOVER PROFESSIONAL CENTER</p>	<p>EASTOVER PROFESSIONAL CENTER</p>	<p>SITE PLAN</p>	
--	-------------------------------------	------------------	--

2442 AND 2444 IN SECTION 28, TOWNSHIP 40N, RANGE 10E, COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, ARE TO BE REDEVELOPED AND THE EXISTING BUILDINGS ARE TO BE DEMOLISHED AND THE SITE IS TO BE REDEVELOPED AS A PROFESSIONAL CENTER. THE PROPOSED DEVELOPMENT IS TO BE A PROFESSIONAL CENTER CONSISTING OF A 10-UNIT BUILDING AND A 2-UNIT BUILDING. THE PROPOSED DEVELOPMENT IS TO BE A PROFESSIONAL CENTER CONSISTING OF A 10-UNIT BUILDING AND A 2-UNIT BUILDING. THE PROPOSED DEVELOPMENT IS TO BE A PROFESSIONAL CENTER CONSISTING OF A 10-UNIT BUILDING AND A 2-UNIT BUILDING.



CRESTLAND DRIVE (60 FT W)



- LEGEND**
- 1.0" - Stone Slab
  - 2.0" - Asphalt Slab
  - 3.0" - Concrete
  - 4.0" - Gas
  - 5.0" - Water
  - 6.0" - Sewer
  - 7.0" - Telephone
  - 8.0" - Other


MAINTENANCE OF ROADS AND UTILITIES  
LINES IS BE ADMINISTERED BY THE DISTRICT  
COMMISSIONER OF PUBLIC WORKS

**APPROVED**

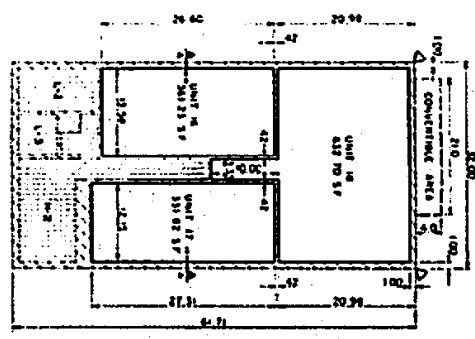
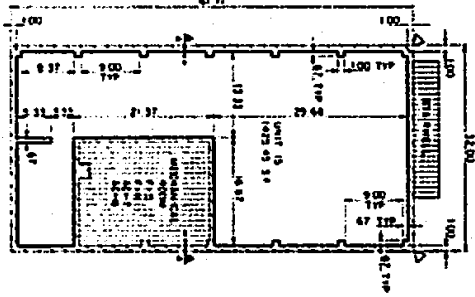
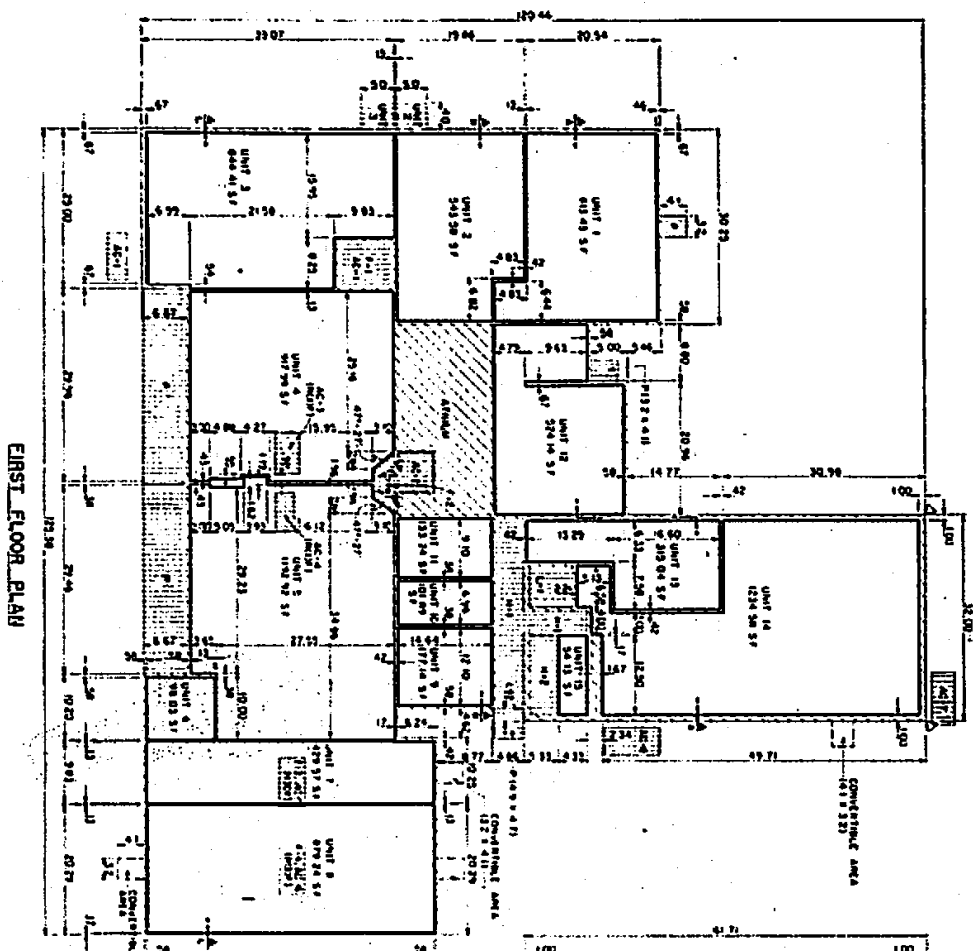
11/11/11  
NORMAN BLANKINSHIP  
Professional Engineer  
No. 11111111



PROPOSED, DATED 3-8-10, SHEET 2

<p>NO. EASTOVER PROFESSIONAL CENTER</p> <p><b>EASTOVER PROFESSIONAL CENTER</b></p>	<p><b>UTILITY PLAN</b></p>	
--	----------------------------	---

LIB# 1784 PL# 787  
 Rpg 38 of 40



**UNIT AND LAVATORY ASSIGNMENTS**

UNIT NO.	UNIT AREA (S.F.)	LAVATORY NO.	LAVATORY AREA (S.F.)
1	1,100	1	100
2	1,200	2	100
3	1,300	3	100
4	1,400	4	100
5	1,500	5	100
6	1,600	6	100
7	1,700	7	100
8	1,800	8	100
9	1,900	9	100
10	2,000	10	100
11	2,100	11	100
12	2,200	12	100
13	2,300	13	100
14	2,400	14	100
15	2,500	15	100
16	2,600	16	100
17	2,700	17	100
18	2,800	18	100

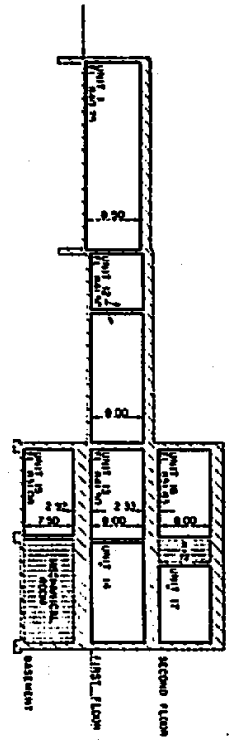
**LEGEND**

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- CONDOMINIUM
- UNIT OF DOMESTICSHIP
- COOPERATIVE POINT
- AIR CONDITIONER
- FURNACE
- LAVATORY
- HALL
- POOR
- POOR

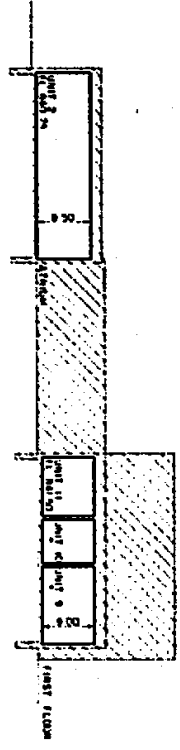
ALL WALLS ARE CONSTRUCTED AT TOP TO ONE ANOTHER UNLESS OTHERWISE SHOWN

**APPROVED**  
 12/21/2007  
 [Signature]

**PROPOSED, DATED 3-6-20 SHEET 5**



SECTION A-A



SECTION B-B



SECTION C-C

**LEGEND**  
 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT  
 LIMITS OF OWNERSHIP

ALL WALLS ARE CONSTRUCTED AT 90°  
 TO THE FLOORS AND CEILINGS  
 ALL ELEVATIONS ARE TO USGS DATUM

APPROVED  
 11-11-94  
 [Signature]  
 PROPOSED, DATED 9-8-90 SHEET 6

<p>400 EASTOVER PROFESSIONAL CENTER          EASTOVER, SOUTH CAROLINA 29512</p>	<p><b>SECTION</b>          SECTIONS</p>	
---	---	--

Corporation & Securities Bureau  
6546 Mercantile Way  
Lansing, Michigan 48909  
Information  
(517) 374-9417  
P.O. Box 30084  
Corporation Division  
Corporation Information  
(517) 373-0493  
Record Information  
(517) 373-0498  
Annual Report  
(517) 373-0488  
Certification & Copies  
(517) 373-2901

STATE OF MICHIGAN LIBER 1784 PAGE 789



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

WILLIAM F. McLAUGHLIN, Director

ORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

P.O. Box 30222  
Enforcement Division  
(517) 374-9428  
Examination Division  
(517) 373-0485  
Franchise & Agent Licensing  
(517) 374-9444  
Condominiums  
(517) 373-8026  
Mobile Homes  
(517) 374-9586

re: Application of Eastover Professional Center, 700 City Center Building, Ann Arbor, MI 48104, Developer, for a Certificate of Approval of Master Deed, in the proposed EASTOVER PROFESSIONAL CENTER, 2223 Packard Road, Ann Arbor, Washtenaw County, Michigan. (Our File #80-110.)

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to 1978 P.A. 59, subject to the following conditions:
  - a) That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
  - b) That this order be recorded with the County Register of Deeds at the same time as the Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation & Securities Bureau, prior to the issuance of a Permit To Sell.
  - c) That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
  - d) When construction has been completed, the developer shall amend the Master Deed by filing "as built" plans.
3. This Certificate of Approval of Master Deed becomes effective immediately.
4. Pursuant to Section 21(3) of the Condominium Act, all projects approved under the Horizontal Real Property Act, 1963 P.A. 229, as amended, shall comply with Sections 21(4) and (5) of the Condominium Act.

MICHIGAN DEPARTMENT OF COMMERCE  
William F. McLaughlin, Director

By E C Mackey  
E. C. Mackey, Director  
Corporation & Securities Bureau

Dated: December 2, 1980  
Lansing, Michigan



RECORDED  
WASHTENAW COUNTY, MI

FIRST AMENDED MASTER DEED

Page 1 of 39

MAY 24 2 29 PM '85

EASTOVER PROFESSIONAL CENTER

ROBERT H. HARRISON  
COUNTY CLERK/REGISTER

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

This First Amended Master Deed is made and entered into this 17<sup>th</sup> day of JANUARY, 1985, as an amendment to the Master Deed recorded in Liber 1784, Pages 750 through 789, inclusive, Washtenaw County Records, and known as Washtenaw County Condominium Subdivision Plan No. 51, by Eastover Professional Center, a Michigan limited partnership, hereinafter referred to as "Developer", whose office is situated at 700 City Center Building, Ann Arbor, Michigan, in pursuance of the provisions of the Michigan Condominium Act, as amended, (being Section 559.2 of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act", and the authority reserved in Article TENTH of said Master Deed for the purpose of amending it in its entirety. All of those individuals and institutions who have executed the Consent forms attached hereto join herein for the purpose of evidencing their consent hereto and the subordination of their respected interests in the real property affected hereby to the terms hereof.

## WITNESSETH:

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

Beginning at the southeast corner of Lot 94 of "Eastover Hills No. 1", a subdivision in the northeast 1/4 of Section 4, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan as recorded in Liber 4 of Plats, Page 40, Washtenaw County Records; thence S 64° 40' 30" W 174.89 feet along the northerly right-of-way line of Eastover Place; thence N 25° 16' 00" W 186.00 feet along the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 138.12 feet along the north line of Lots 84 and 94 of said "Eastover Hills No. 1"; thence S 89° 59' 55" E 47.65 feet along the north line of said Lot 94; thence N 00° 03' 55" W 131.92 feet along the west line of Lot 89 of said "Eastover Hills No. 1"; thence S 89° 58' 35" E 119.98 feet along the southerly right-of-way line of Crestland Drive; thence S 00° 03' 20" E 131.88 feet along the east line of Lot 90 of said "Eastover Hills No. 1"; thence N 89° 59' 55" W 59.98 feet along the south line of said Lot 90; thence S 00° 03' 35" E 50.29 feet; thence N 89° 59' 55" W 38.60 feet; thence S 23° 04' 55" E 111.00 feet along the Easterly line of Lot 94 of said "Eastover Hills No. 1" to the point of beginning, being Lots 89, 90 and 94 and part of Lots 84, 85, 86 and 95 of said "Eastover Hills No. 1" and containing 51036 square feet of land, more or less. Being subject to easements and restrictions of record, if any. Also granting the rights of ingress and egress over a 12 foot wide strip of land having a centerline described as follows: Commencing at the southeast corner of Lot 94 of said "Eastover Hills No. 1"; thence S 64° 40' 30" W 15.00 feet along the northerly right-of-way line of Eastover Place to the Point of Beginning; thence N 23° 04' 55" W 156.33 feet; thence N 89° 59' 55" W 13.32 feet; thence S 64° 42' 30" W 153.81 feet to a point on the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 153.81 feet; thence S 89° 59' 55" E 83.22 feet; thence N 89° 59' 55" W 12.98 feet; thence N 00° 03' 55" W 146.90 feet to a point on the southerly right-of-way line of Crestland Drive, said point being the point of termination. Also granting an easement, for parking purposes only, described as follows: Commencing at the southeast corner of Lot 94 of

said "Eastover Hills No. 1"; thence N 23° 04' 55" W 69.00 feet along the east line of said lot to the point of beginning; thence continuing N 23° 04' 55" W 42.00 feet along said east line; thence S 89° 59' 55" E 13.04 feet; thence S 23° 04' 55" E 42.00 feet; thence N 89° 59' 55" W 13.04 feet to the point of beginning. ✓

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

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

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

- (a) The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" shall mean by the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the Laws of the State of Michigan.
- (c) "Association By-Laws" means the corporate By-Laws of Eastover Professional Center Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.
- (d) "Common Elements", where used without modification, shall mean both the general and limited common elements described in paragraph FOURTH hereof.
- (e) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

- (f) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.
- (g) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Eastover Professional Center as described above.
- (h) "Condominium Project", "Condominium" or "Project" means Eastover Professional Center as an approved condominium project established in conformity with the provisions of the Act.
- (i) "Condominium Subdivision Plan" means Exhibit "B" hereto.
- (j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner", wherever used, shall be synonymous with the term "co-owner". "Co-owner" shall also include a land contract vendee.
- (k) "Developer" shall mean Eastover Professional Center, a Michigan limited partnership, which has made and executed this Master Deed, and its successors and assigns.
- (l) "Unit" means the enclosed space constituting a single complete office unit in Eastover Professional Center as such space may be described in Exhibit "B" hereto.
- (m) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

SECOND: The condominium project shall be known as Eastover Professional Center, Washtenaw County Condominium Subdivision Plan No. 51. The architectural plans for the project were approved by Pittsfield Township prior to annexation to the City of Ann Arbor, Washtenaw County, State of Michigan. The condominium project is established in accordance with the Act.

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

FOURTH: The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance,

decoration, repair or replacement thereof are as follows:

A. The general common elements are:

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

(2) The electrical wiring network throughout the project up to, and including, the electric meter for each unit;

(3) The gas line network throughout the project up to, and including, the gas meter for each unit;

(4) The telephone wiring network throughout the project;

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

(6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;

(7) The heating and air-conditioning network throughout the project including that contained within unit walls.

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

(9) The atrium, together with access thereto through Unit 12, for maintenance purposes and for access to the mechanical room located therein;

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

(11) Some or all of the utility lines (including mains and service leads) and equipment described in paragraph FOURTH A(2), (3), (4), (5), (6) and (7), may be owned by the local municipal authority or by the company that is providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the co-owners' interest therein, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

B. The limited common elements are:

(1) Certain parking spaces are appurtenant to certain units as limited common elements as designated in Exhibit "B" attached hereto with numbers which correspond to the unit to which such parking spaces respectively appertain.

(2) Each individual porch in the project is restricted in use to the co-owner of the unit which opens into such porch as shown on Exhibit "B" hereto.

(3) Each hallway, stairway and lavatory designated as such in Exhibit "B" shall be restricted in use to the co-owners of the units assigned thereto.

(4) The interior surfaces of unit perimeter walls (including windows and doors therein), ceilings and floors contained within

a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit. Co-owners of adjacent units may open doorways between them at their own expense, subject to architectural approval of the Association Board of Directors, and such passageways shall become appurtenant to said units.

C. Co-owners of the following units may make certain changes to said units at their own expense, subject to architectural approval of the Association Board of Directors:

(1) Units 4 and 5 shall be able to enclose, divide and incorporate their porch into their units. Percentages of value under paragraph FIFTH C shall be recalculated to include such additional square footage.

(2) Units 6 and 8 may have energy efficient windows installed, as general common elements, in existing windowless exterior walls.

(3) Unit 7 may install an exterior door, as a general common element, on the North end with a porch, as a limited common element, similar to others already existing.

(4) Unit 8 may install an exterior door, as a general common element, on the North or South end with a porch, as a limited common element, similar to others already existing.

(5) Unit 14 may install an exterior door on the East side, as a general common element, with a porch similar to others already existing, as a limited common element.

(6) Unit 17 may construct two (2) additional parking spaces, as limited common elements, appurtenant to that unit within the parking easement area shown on Exhibit "B" hereto at the co-owner's own expenses, subject to construction approval by the Association Board of Directors.

(7) Unit 18 shall be permitted to construct and maintain at the co-owner's expense an exterior stairway, as a limited common element, for a second exit over the location of the existing stairway to Unit 15 on the North end of the unit.

(8) Co-owners of units with porches designated on Exhibit "B" hereto shall be permitted to construct wind breaks, or enclose them to conserve energy. Such enclosure shall not result in any change in percentages of value and shall be constructed and maintained at the sole expense of the appurtenant unit co-owner.

(9) The co-owner making any such change shall be responsible for the cost of preparing and recording any necessary amendment to the Master Deed and several co-owners making such changes may join together to prepare such an amendment.

D. The cost of maintenance, repair and replacement of the limited common elements described in subparagraphs FOURTH B(3), B(4), C(7), and C(8) above shall be borne by the co-owners of the units to which such limited common elements respectively appertain. Where a limited common element is appurtenant to more than one condominium unit the co-owners of those units shall proportionately share in such expenses.

The cost of maintenance, repair and replacement of the window glass and that portion of the window frame attached to the glass referred to in paragraph FOURTH A (8) shall be borne by the co-owner of the unit in which such general common elements are located.

The cost of maintenance, repair and replacement of all other general and limited common elements described above shall be borne by the Association, except that the costs of decoration (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in paragraphs FOURTH B(4) shall be borne by the co-owner of each unit to which such surfaces are appurtenant, unless such maintenance, repair and replacement is necessitated by co-owner fault, in which case the co-owner at fault shall bear such costs as exceed any insurance proceeds.

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

FIFTH:

A. Each unit in the project is described in this paragraph with reference to the Condominium Subdivision Plan of Eastover Professional Center as surveyed by Washtenaw Engineering Co., Inc., and attached hereto as Exhibit "B". Each unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown in Exhibit "B" have been physically measured by Washtenaw Engineering Co., Inc. The architectural plans and specifications for the project have been filed with the Township of Pittsfield and are also shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each unit is set forth in subparagraph C below. The percentage of value assigned to each unit shall be determinative of the proportionate share of each respective co-owner in the common elements, proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The percentage of value assigned to each unit is based upon the fraction of the square footage of floor space contained in said unit (as is set forth on Exhibit "B"), to the total square footage of floor space in all units in the Condominium Project. The total value of the project is 100. Each co-owner's maximum percentage value of undivided interest in the common elements in the Condominium Project is set forth below and will not vary, except as provided in paragraph FOURTH C(1) above.

C. Set forth below are:

(1) Each office unit number as it appears on the Condominium Subdivision Plan.

(2) The percentage of value assigned to each office unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1 - 2225 Packard Street	5.68
2 - 2227 Packard Street	5.03
3 - 2229 Packard Street	7.81
4 - 1525 Eastover Street	8.49
5 - 1527 Eastover Street	8.49

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
6 - 1529 Eastover Street	.90
7 - 2223 Packard Street	4.52
8 - 1531 Eastover Street	10.59
9 - 2225 Packard Street	1.64
10 - 2225 Packard Street	.94
11 - 2225 Packard Street	1.23
12 - 2223 Packard Street	4.85
13 - 2219 Packard Street	6.06
14 - 2219 Packard Street	8.32
15 - 2217 Packard Street	13.19
16 - 2217 Packard Street	3.34
17 - 2217 Packard Street	3.07
18 - 2217 Packard Street	5.85

## SIXTH:

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

- (a) A first mortgagee at its request is entitled to written notification from The Association of any default by the co-owner of such office unit in the performance of such co-owner's obligations under the Condominium documents which is not cured within sixty (60) days.
- (b) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the condominium documents; and shall be free to sell or lease such unit without regard to any such provision.
- (c) Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee (except for claims for a prorata share of such assessments or charges resulting from a prorata reallocation of such assessments or charges to all units including the mortgaged office unit).
- (d) Unless at least two-thirds (2/3) of the first mortgages (based upon one (1) vote for each mortgage owned), or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:
  - (1) by act or omission seek to abandon or terminate the condominium project;
  - (2) change the prorata interest or obligations of any condominium unit for the purpose of
    - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
    - (ii) determining the prorata share of ownership of each unit in the common elements;

- (3) partition or subdivide any condominium unit;
  - (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;
  - (5) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project;
- (e) Each first mortgagee has the right to examine the books and records of the Association and the condominium project.
  - (f) No condominium unit owner, or any other party, shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
  - (g) Any agreement for professional management of the condominium regime or any other contract providing for services which exists between the Association and the developer or affiliates of the developer is voidable by the board of directors of the Association on the transitional control date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management contract extends beyond one (1) year after the transitional control date, the excess period under the contract may be voided by the board of directors of the Association by notice to the management agent at least thirty (3) days before the expiration of the one (1) year.

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

EIGHTH: In the event any portion of a unit or common element encroaches upon another unit or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, building, improvements, floors and walls (including interior unit floors and walls) contained herein for the continuing maintenance and repair of all utilities in the Condominium as originally constructed, for access to the atrium, for access to water shut off valves that provide water to the common elements, and for access to the electric and water meters serving the condominium building. There shall exist easements of support with respect to any unit interior wall which supports a common element. The Board of Directors of the Association may grant easements over or through, or dedicate, any portion of any general common element of the Condominium for utility, roadway or safety purposes.



NINTH: Developer reserves the right to rent condominium units prior to sale.

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

- (a) Prior to the first annual meeting of members of the Association, the Developer may (without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the By-Laws attached hereto as Exhibit "A", as do not materially affect any rights of any co-owners in the project or impair the security of any mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by any agency of the Federal government or the State of Michigan.
- (b) If there is no co-owner other than the developer, the developer, with the consent of any interested mortgagee, may unilaterally terminate the condominium project or amend the master deed. A termination or amendment under this section shall become effective upon the recordation thereof if executed by the developer.
- (c) If there is a co-owner other than the developer, then the condominium project shall be terminated only by the unanimous agreement of the developer, unaffiliated co-owners of condominium units to which all of the votes in the association of co-owners appertain and the mortgagees of all of the mortgages covering the office units.
- (d) Agreement of all of the co-owners and mortgagees to termination of the condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.
- (e) Upon recordation of an instrument terminating a condominium project the property constituting the condominium project shall be owned by the co-owners as tenants in common in proportion to their respective undivided interests in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property which formerly constituted the condominium unit.
- (f) Upon recordation of an instrument terminating a condominium project, any rights the co-owners may have to the assets of the association of co-owners shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and this act.
- (g) The condominium documents may be amended for a proper purpose, without consent of co-owners, mortgagees, and other interested parties, including changes deemed necessary to comply with the Act and the modification of the types and sizes of unsold condominium units and their appurtenant limited common elements as long as the amendments do not materially alter or change the rights of the co-owners, mortgagees, or other interested parties.



EXHIBIT "A"

CONDOMINIUM BY-LAWS

EASTOVER PROFESSIONAL CENTER

ARTICLE I.

ASSOCIATION OF CO-OWNERS

Section 1. EASTOVER PROFESSIONAL CENTER, a condominium project, located in the City of Ann Arbor, County of Washtenaw, State of Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any office unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid condominium documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his office unit in the Condominium.

(c) Except as limited in these By-Laws, each co-owner shall be entitled to one vote for each office unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the office units owned by such co-owner as set forth in paragraph FIFTH of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) No co-owner, other than the developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of an office unit in the condominium project to the Association. No co-owner other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in sub-paragraph "e" below or by a proxy given by such individual representative. The developer may only vote for those office units for which it has a certificate of occupancy.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the

office unit or office units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the By-Laws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate By-Laws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of forty percent (40%) in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy 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.

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

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. The Association shall keep current copies of the approved master deed, all amendments to the master deed, and other condominium documents for the condominium project and 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 co-owners. Such condominium documents shall be available during reasonable working hours for inspection by co-owners, prospective purchasers, and prospective mortgagees of condominium units in the condominium project. Such accounts shall be open for inspection by the co-owners during reasonable working hours, the books and records shall be audited at least once each year by qualified independent auditors, and income, expenses and position statements shall be prepared at least twice annually by qualified accountants and distributed to each co-owner,

the contents of which shall be defined by the Association. The cost of such professional accounting assistance shall be an expense of administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled, upon request, to inspect the books and records of the Condominium during normal business hours and to receive the annual audited financial statement of the Condominium referred to above within ninety (90) days following the end of any fiscal year thereof.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association By-Laws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing duties imposed by these By-Laws, or any further duties which may be imposed by resolution of the members of the Association, or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.
- (2) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for non-payment of said assessments.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the condominium project.
- (6) To acquire, maintain and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including any unit in the condominium, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association in number and in value.
- (8) To make rules and regulations in accordance with Article

VI, Section 12 of these By-Laws.

(9) To enforce the provisions of the Condominium Documents.

(10) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable obtaining mortgage loans by unit co-owners which are acceptable for purchase by any agency of the federal government or the State of Michigan.

(11) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

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

(13) To assert, defend, or settle claims on behalf of all co-owners in connection with the common elements of the Condominium project. The Board shall provide at least a ten (10) day written notice to all co-owners on actions proposed by the Board with regard thereto.

(b) The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, 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. Any agreement or contract for professional management of the Condominium project shall provide that such management contract may be terminated by either party without cause or payment of a termination fee on thirty (30) days' written notice and that the term thereof shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

(c) All of the actions (including, without limitation, the adoption of these By-Laws and any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement, of the officers of the Association and may

contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of sixty percent (60%) of all co-owners in number and in value.

Section 6. The first annual meeting of the members of the Association may be convened only by Developer and shall be called within six (6) months from the date when fifty-one percent (51%) in value and in number of all units in Eastover Professional Center have been sold and the purchasers thereof qualified as members of the Association, with said project to be converted into eighteen (18) office units, but in no event, later than one (1) year after the recording of the initial Master Deed. Developer may call meetings of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings shall be held as specified in the Association By-Laws. Upon the sale of fifty-one percent (51%) in value and in number of all units in all phases in the development, the transitional control date shall occur and this means the date on which a board of directors for an association of co-owners takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the developer exceed the votes which may be cast by the developer. Developer shall provide for the election of a non-developer Advisory Committee composed of five (5) co-owners no later than six (6) months after the recording of the Master Deed so as to provide a means for co-owner communication with the first Board of Directors appointed by the developer until the first annual meeting of members is held in accordance with the provisions hereof. The Advisory Committee shall cease to exist automatically upon the election of directors at the first annual meeting of members. Following the formation of the Advisory Committee the first Board of Directors shall meet with it a minimum of four (4) times each year. The members of the Advisory Committee shall serve for a period of one (1) year or until their successors are elected.

Section 7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance, willful and wanton misconduct or gross negligence in the performance of his duties; provided, that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Ten (10) days written notice of any proposed action by the Association to indemnify an officer or director shall be given to all co-owners. Where no judicial determination as to indemnification of the officer or director has been made, an opinion of independent legal counsel as to the propriety of indemnification shall be obtained if a majority of the co-owners vote to procure such opinion.

ARTICLE II.

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Public Act 59 of 1978, as amended; and all sums received as proceeds of or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, major repair and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. The reserve fund must be at least ten percent (10%) of the current annual budget, noncumulative. The developer shall have the duty to set aside this amount of the annual budget in a reserve fund at the transitional control date and it will be liable for any deficiencies. It should be noted that this required minimum standard may prove to be inadequate for this particular project. The Board of Directors should carefully analyze this project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall also apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with Article I, Section 6 hereof even though it may be difficult to determine a budget in advance. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, maintenance and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not to exceed \$1,000.00, or (4) in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary. Assessments referred to in this subparagraph (a) levied in the sole discretion of the Board of Directors shall



not exceed One Thousand Dollars (\$1,000.00) per assessment unless the prior approval to such levy shall have been given by at least sixty percent (60%) of all co-owners in value and in number.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00 per year or (2) assessments to purchase an office unit upon foreclosure of the lien for assessments described in Section 6 hereof. Special assessments referred to in this Sub-paragraph (b) (but not including those assessments referred to in Sub-paragraph 3 (a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of at least sixty percent (60%) of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each office unit in paragraph "FIFTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an office unit. Annual assessments as determined in accordance with Article II, Section 3(a), above, shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to an office unit or with acquisition of fee simple title to an office 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 payments. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his office unit which may be levied while such co-owner is the owner thereof.

Section 5. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his office unit.

Section 6. 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. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law.

Each co-owner of a unit in the project acknowledges that at the time of acquiring title to such unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for 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 ordinary mail addressed to the representative designated in the written notice required by Article I 2(e) hereof to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, (iv) the legal description of the subject unit and (v) the name(s) of the co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon ten (10) days' written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him.

Upon the sale or conveyance of a condominium unit, all unpaid assessments against a condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except the following:

- (1) Amounts due the state, or any subdivision thereof, or any municipality for taxes, and special assessments due and unpaid on the condominium unit.
- (2) Payments due under a first mortgage having priority thereto.
- (3) A purchaser or grantee is entitled to a written statement from the association of co-owners setting forth the amount of unpaid assessments against the seller or grantor

and the purchaser or grantee is not liable for, nor is the condominium unit conveyed or granted subject to a lien for any unpaid assessments against the seller or grantor in excess of the amount set forth in the written statement. Unless the purchaser or grantee requests a written statement from the association of co-owners as provided in the Act, at least five (5) days before sale, the purchaser or grantee shall be liable for any unpaid assessments against the condominium unit together with interest, costs, and attorney fees incurred in the collection thereof.

Sums assessed to a co-owner by the association of co-owners which are unpaid constitute a lien upon the unit or units in the project owned by the co-owner at the time of the assessment before other liens except tax liens on the condominium unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded according to the Act, have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each condominium unit owned by the co-owner shall be in the amount assessed against the condominium unit, plus a proportionate share of the total of all other unpaid assessments attributable to condominium units no longer owned by the co-owner but which became due while the co-owner had title to the condominium units. The lien may be foreclosed by an action or by advertisement by the association of co-owners in the name of the condominium project on behalf of the other co-owners.

Section 7. Commencing on the date of the sale and conveyance of the first office unit the Developer of the condominium shall be responsible for payment of the full monthly Association maintenance assessment for all converted units owned by it and shall also maintain, at its own expense, any incomplete units owned by it. "Converted unit" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. Special assessments and property taxes shall be assessed against the individual condominium units identified as units of the condominium subdivision plan and not on the total property of the project or any other part thereof, except for the year in which the condominium project was established subsequent to the tax day. Taxes and special assessments which become a lien against the property in that year subsequent to the establishment of the condominium project shall be expenses of administration of the project and paid by the co-owners as provided in Section 69 of the Act. The taxes and special assessments shall not be divided or apportioned on the tax roll any provision of any law to the contrary notwithstanding. Special assessments and property taxes in any year in which the property existed as an established condominium project on the tax day shall be assessed against the individual condominium unit, notwithstanding any subsequent vacation of the condominium project. Condominium units shall be described for such purposes by reference to the condominium unit number

of the condominium subdivision plan and the caption thereof together with the liber and page of the county records in which the approved master deed is recorded. Assessments for subsequent real property improvements to a specific condominium unit shall be assessed to that condominium unit description only. For property tax and special assessment purposes each condominium unit shall be treated as a separate single unit of real property and shall not be combined with any other unit or units and no assessment of any fractions thereof shall combination of any unit with other units or fractions thereof shall be made, nor shall any division or split of the assessment or taxes of any single condominium unit be made notwithstanding separate or common ownership thereof.

Section 9. A mechanic's lien otherwise arising under Act No. 179 of the Public Acts of 1891, being sections 570.1 to 570.30 of the Michigan Compiled Laws, shall be subject to the following limitations:

(a) Except as provided in this section a mechanic's lien for work performed upon a condominium unit or upon a limited common element may attach only to the condominium unit upon which the work was performed.

(b) A mechanic's lien for work authorized by the developer or principal contractor and performed upon the common elements may attach only to condominium units owned by the developer at the time of recording of the statement of account and lien.

(c) A mechanic's lien for work authorized by the association of co-owners may attach to each condominium unit only to the proportionate extent that the co-owner of the condominium unit is required to contribute to the expenses of administration as provided by the condominium documents.

(d) A mechanic's lien may not arise or attach to a condominium unit for work performed on the common elements not contracted by the developer or the association of co-owners.

### ARTICLE III.

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed, these By-Laws, or the management agreement, if any, or any disputes, claims or grievances arising among or between co-owners or between co-owners and the Association or with a management company shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time thereafter shall be applicable to any such arbitration.

Section 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the Courts.

ARTICLE IV.

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements, limited common areas and office units of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain additional insurance coverage at his own expense upon his office unit. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his office unit or elsewhere on the Condominium and for his personal liability for occurrences within his office unit or upon limited common elements appurtenant to his office unit, and also for alternative office expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages; provided that, if the Association elects to include such personal property insurance, personal liability insurance, and coverage for alternative office expense in event of fire or other catastrophe under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any co-owner or the Association and such insurance shall contain a severability of interest endorsement.

(b) All common elements, limited common areas and office units of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also extend to the unpainted surface of interior walls within any office unit and include the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an office unit which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his office unit shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under

its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration and collected as a part of or in addition to the assessments against said co-owner under Article II hereof.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied 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 project unless all of the institutional holders of first mortgages on units in the project have given their prior written approval.

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

#### ARTICLE V.

#### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a common element or office unit, the property shall be rebuilt or repaired if any office unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no office unit is tenantable, and if each institutional holder of a first mortgage

lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt, and the Condominium shall be terminated, unless seventy-five percent (75%) or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of an office unit which is the responsibility of a co-owner to maintain and repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his office unit, including but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-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 co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any dwelling unit in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a dwelling unit caused by such common elements or the reconstruction, repair or maintenance thereof. An adequate reserve fund for replacement, reconstruction and repair of the common elements must be established and must be funded by regular monthly payments rather than by special assessments. 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 costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Any excess proceeds of insurance shall belong to the Association.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire office unit by eminent domain, the co-owner of such office unit and his mortgagee, as their interests may appear, shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project with regard to such unit. In the event that any condemnation award shall become payable to any co-owner whose office unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any office unit is taken, the Association shall rebuild the same as is necessary to make it tenable and remit the balance of the condemnation proceeds pertinent to such office unit to the owner thereof and his mortgagee, as their interests may appear.

(b) If there is any taking of any portion of the condominium other than any office unit the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than sixty-seven percent (67%) of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners, and their mortgagees as their interests may appear, in accordance with their respective percentages of value set forth in Article FIFTH of the Master Deed.

(c) In the event the condominium project continues after taking by eminent domain, then the remaining portion of the condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any office unit shall have been taken, then Article FIFTH of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

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

(e) If portions of a condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the condominium unit not taken. The undivided interest for each condominium unit in the common elements appertaining to the condominium units shall be reduced in proportion to the diminution in the fair market value of the condominium unit resulting from the taking. The portions of undivided interest in the common elements thereby divested from the co-owners of a condominium unit shall be reallocated among the other condominium units in the condominium project in proportion to their respective undivided interest in the common elements. A condominium unit partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court under this subsection. The court shall enter a decree



reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit partially taken for that portion of the undivided interest in the common elements divested from the co-owner and not vested in the co-owner pursuant to subsection (f), as well as for that portion of the condominium unit taken by eminent domain.

(f) If the taking of a portion of a condominium unit makes it impractical to use the remaining portion of that condominium unit for a lawful purpose permitted by the condominium documents, then the entire undivided interest in the common elements appertaining to that condominium unit shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that condominium unit shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the co-owner of the condominium unit for the co-owners entire undivided interest in the common elements and for the entire condominium unit.

(g) Votes in the association of co-owners and liability for future expenses of administration appertaining to a condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining condominium units, being allocated to them in proportion to the relative voting strength in the association of co-owners. A condominium unit partially taken shall receive a reallocation as though the voting strength in the association of co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.

Section 7. The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of common elements and any negotiated settlement approved by more than sixty-seven percent (67%) of the co-owners based upon assigned voting rights shall be binding on all co-owners.

Section 8. A co-owner who desires to make a repair or structural modification of his or her office unit shall first obtain written consent from the Association. The Association need not give its consent if such repair or modification might jeopardize or impair the structural soundness or safety, or both, of the condominium project.

Section 9. Any person designated by the Association shall have access to each office unit as necessary during reasonable hours, upon notice to the occupant thereof, for maintenance, repair, or replacement of any of the common elements therein or accessible therefrom, and shall have access to each office unit without notice for making emergency repairs necessary to prevent damage to other office units or the common elements, or both.

#### ARTICLE VI.

#### RESTRICTIONS

Section 1. No office unit shall be used for other than such purposes as shall be permitted under the City of Ann Arbor zoning classification for office use.

Section 2. (1) A co-owner, including the developer, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the association of co-owners at least 21 days before leasing the condominium unit and shall supply the association of co-owners with a copy of the exact lease form for its review for its compliance with the condominium documents. A developer proposing to rent condominium units before the transitional control date, shall notify either the advisory committee or each co-owner in writing.

(2) No rooms in an office unit may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

(3) Tenants or nonco-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state and shall be in writing.

(4) If the association of co-owners determines that the tenant or nonco-owner occupant failed to comply with the conditions of the condominium documents, the association of co-owners shall take the following action:

(a) The association of co-owners shall notify the co-owner by certified mail advising of the alleged violation by tenant.

(b) The co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the association of co-owners that a violation has not occurred.

(c) If after 15 days the association of co-owners believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the co-owners on behalf of the association of co-owners, if it is under the control of the developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or nonco-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceeding. The association of co-owners may hold both the tenant and the co-owner liable for any damages caused by the co-owner or tenant in connection with the condominium unit.

(5) When a co-owner is in arrearage to the association of co-owners for assessments, the association of co-owners may give written notice of the arrearage to a tenant occupying a co-owner's condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the association of co-owners. The deductions shall not be a breach of the rental agreement or lease by the tenant.

Section 3. Except as otherwise provided in paragraph FOURTH of the Master Deed, no co-owner shall make alterations in exterior appearance or make structural modifications to his dwelling unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the

soundness, safety, utility, or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any office unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress. No co-owner shall do or permit anything to be done or keep or permit to be kept in his office unit or on the common elements anything that will increase the rate of insurance on the Condominium and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition whether approved or not by the Association.

Section 5. No animals, of any kind shall be maintained by any co-owner or tenant upon the premises of the Condominium.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by any co-owner either in his office unit or upon the common elements which spoils the appearance of the Condominium.

Section 7. Sidewalks, landscaped areas, driveways, parking areas, porches, hallways and stairs shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 8. No vehicles other than passenger and commercial vehicles may be parked upon the premises of the Condominium. All such vehicles shall be parked in duly designated or unassigned parking spaces on the common elements. In the event that there arises a shortage of parking spaces due to maintenance of excessive motor vehicles by a number of co-owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all motor vehicles maintained on the Condominium premises.

Section 9. No co-owner or any employee, tenant, guest or invitee shall be allowed on the roof of the condominium building, except for repair or emergency purposes.

Section 10. The atrium and decorative pool therein shall be for ornamental purposes only and shall not be utilized for picnicing, wading, or other contrary purposes.

Section 11. No signs or other advertising devices shall be displayed which are visible from the exterior of an office unit or on the common elements, including "For Sale" signs, without written permission from the Association, which shall adopt uniform rules for identification signs for assigned parking spaces and office units.

Section 12. Reasonable regulations consistent with the Act, the Master Deed and these By-Laws, 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 elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these By-Laws. Any regulations adopted by the first Board of Direc-

tors prior to the first annual meeting of the entire Association shall be subject to the approval of a simple majority of the co-owners in residence, or the Michigan Department of Commerce if there are no co-owners in residence. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 13. The Association or its duly authorized agents shall have access to each office unit from time to time, during reasonable working hours, upon notice to the co-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 office unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another office unit. It shall be the responsibility of each co-owner to provide the Association means of access to his office unit during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his office unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 14. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements.

Section 15. Use of motorized vehicles anywhere on the condominium premises other than passenger and commercial vehicles as provided in Section 8 is prohibited. The Board of Directors may by duly adopted Regulations, make reasonable exceptions to this Section.

Section 16. Each co-owner shall maintain his office unit and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in an office unit which are appurtenant to any other office unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his employees, guests, tenants, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the co-owner in the manner provided in Article II hereof.

Section 17. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and By-Laws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any office unit which he offers for sale. Until all office units in the entire condominium project are sold by Developer, Developer shall have the right to maintain a sales office, a construction office, model office units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable conversion and sale of the entire project by Developer. The Developer shall pay all costs related to the condominium units or common elements while owned by Developer, and restore the facilities to tenantable status upon termination of use.

#### ARTICLE VII.

##### MORTGAGES

Section 1. Any co-owner who mortgages his office unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall, at the written request of a mortgagee of any such unit, give written notification to the mortgagee of any such office unit of any default by the co-owner of such office unit in the performance of his obligations under the Condominium documents which is not cured within sixty (60) days.

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

Section 3. The Association shall give written notification to each mortgagee appearing in said book at least thirty (30) days prior to the effective date of any change in the Condominium Documents and any change of manager (not including change in employees of a corporate manager) of the Condominium Project.

Section 4. Any mortgagee which comes into possession of an office unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" contained in the Condominium documents; and shall be free to sell or lease such unit without regard to any such provision, although no such provision exists at the present time.

Section 5. Unless at least two-thirds (2/3) of the holders of first mortgage liens on office units have given their prior written approval (based upon one (1) vote for each mortgage owned), the Association shall not:

(a) by act or omission seek to abandon or terminate the Condominium Project;

(b) following the recording of the Master Deed change the pro rata interest or obligations of any office unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance

proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each office unit in appurtenant real estate and any improvements thereon which are owned by the co-owners in the Condominium Project in undivided pro rata interests ("common elements");

(c) partition or subdivide any office unit;

(d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause; nor

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

Section 6. Whenever a notice requirement appears in these By-Laws for the benefit of a mortgagee, which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal.

Section 7. Upon written request submitted to the Condominium Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notice of all meetings of members of the Association and to designate a representative to attend all such meetings.

Section 8. Notwithstanding any other provisions of the Condominium documents, the holder of any first mortgage covering any office unit in the project which comes into possession of the office 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 office unit which accrue prior to the time such holder comes into possession of the office unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rate reallocation of such assessments or charges to all units including the mortgaged office unit).

Section 9. Nothing contained in the Condominium documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common elements.

#### ARTICLE VIII.

##### AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

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

Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all co-owners in number and in value, and one hundred percent (100%) of all mortgagees if the proposed amendment would result in a material change to their rights hereunder or jeopardize their security in the Condominium. A person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of co-owners or based upon the advisory committee's decision, the costs of which are expenses of administration.

Section 4. Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Register of Deeds in the County where the condominium is located and must have been approved by the Michigan Department of Commerce and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations, or materially effect the rights of any member of the Association.

Section 5. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the project irrespective of whether such persons actually receive a copy of the amendment.

Section 6. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon approval of the same by the Michigan Department of Commerce and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these By-Laws shall become effective which involved any change, direct or indirect, in Article I Section 3 and 4(b), Article II Sections 3(a) and 4, Article IV Section 1(d), Article V Sections 1, 4 and 6, Article VII Sections 1, 4, 8 and 9, Article VIII Sections 3 and 6 or Article XI Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any members of the Association.

#### ARTICLE IX.

#### COMPLIANCE

Section 1. The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any unit or an interest therein or the utilization of or entry upon the condominium premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Statute, the Statute shall govern.

ARTICLE X.

DEFINITIONS

Section 1. All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE XI.

REMEDIES FOR DEFAULT

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

- (a) Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include without limitations, an action to recover sums due for damages, injunctive relief, foreclosure of lien if default in payment of assessment, or any combination thereof.
- (b) In any proceeding arising because of an alleged default by a co-owner, the Association, if successful, may 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 co-owner be entitled to recover such attorneys fees.
- (c) 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 office unit, where reasonably necessary, and summarily remove and abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents.
- (d) The Association may levy fines and late charges with proper notice and a hearing.
- (e) A co-owner may maintain an action against the Association and its officers and directors to compel these persons to enforce the terms and provisions of the Condominium documents. A co-owner may maintain an action against any other co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Michigan Condominium Act.
- (f) The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.
- (g) All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.



LIBER 1984 PAGE 583  
- page 33 of 39  
Re-Recorded

LIBER 1784 PAGE 782  
Page 33 of 40

ARTICLE XII.

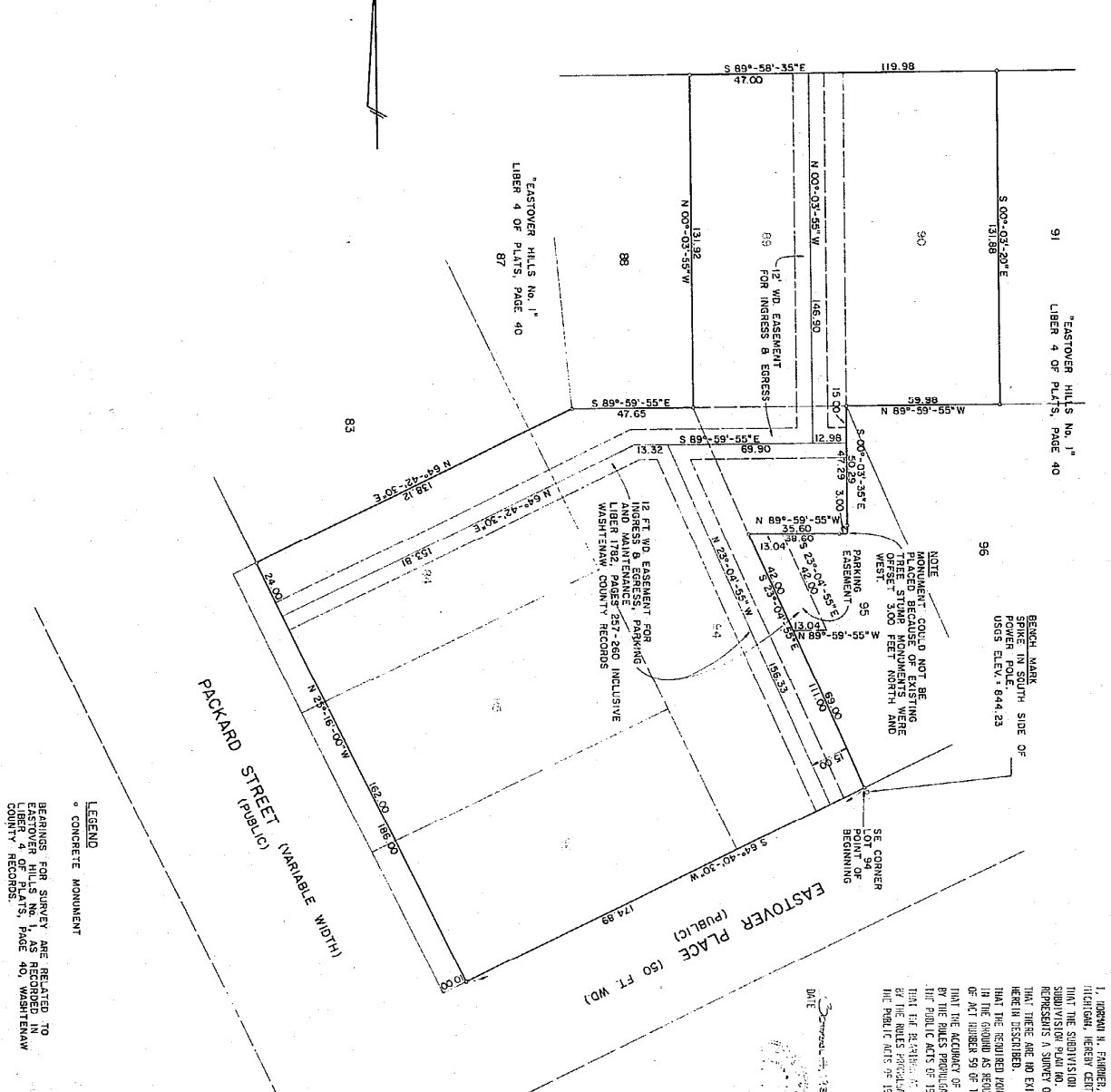
SEVERABILITY

Section 1. In the event that any of the terms, provisions or covenants of these By-Laws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



N (X)

CRESTLAND DRIVE (60 FT. WD.)  
(PUBLIC)



BENCH MARK  
IN SOUTH SIDE OF  
POWER POLE  
USGS ELEV. 644.23

NOTE  
MONUMENTS COULD NOT BE FOUND  
THESE STAKE MONUMENTS WERE  
OFFSET 3.00 FEET NORTH AND  
WEST

SE CORNER  
POINT OF  
BEGINNING

SURVEYOR'S CERTIFICATE  
I, JEROME H. FARMER, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE FOREGOING SURVEY PLAN, KNOWN AS WASHINGTON COUNTY COMPTON/STANLEY ROAD NO. 41, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE ABOVE NAMED TRACT OR TRACTS, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.  
THAT THE REQUIRED MONUMENTS AND BENCH MARKS HAVE BEEN LOCATED AND FOUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 102 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1928.  
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 102 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1928.  
THAT THE BENCH MARK, AS SHOWN, HAS BEEN FOUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 102 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1928.

DATE: 9/28/84  
JEROME H. FARMER  
REGISTERED LAND SURVEYOR  
REGISTRATION NO. 17820  
WASHINGTON ENGINEERING CO., INC.  
3121 N. JEFFRY AVE.  
ANN ARBOR, MICHIGAN 48106

LEGEND  
• CONCRETE MONUMENT  
BEARINGS FOR SURVEY ARE RELATED TO EASTOVER HILLS No. 1, AS RECORDED IN LIBER 4 OF PLATS, PAGE 40 WASHINGTON COUNTY RECORDS.



SECTION 3	TOWN 3	SOUTH	RANGE 6	EAST
FOR EASTOVER PROFESSIONAL CENTER				
CITY OF ANN ARBOR				
WASHINGTON COUNTY - MICHIGAN				
DESIGN	SKD	DATE	11/13/83	
PROJECT	SUB	REVISED		
CHECK	WFL			
DATE	2/28/1928	PLAT		







**EASTOVER PROFESSIONAL CENTER**

**SURVEY PLAN**

WASHINGTON COUNTY ENGINEERS & PLANNERS SURVEYORS  
ANN ARBOR, MICHIGAN 48106

SCALE - 1 INCH = 20 FEET

AS-BUILT, DATED 9-28-84 SHEET 2

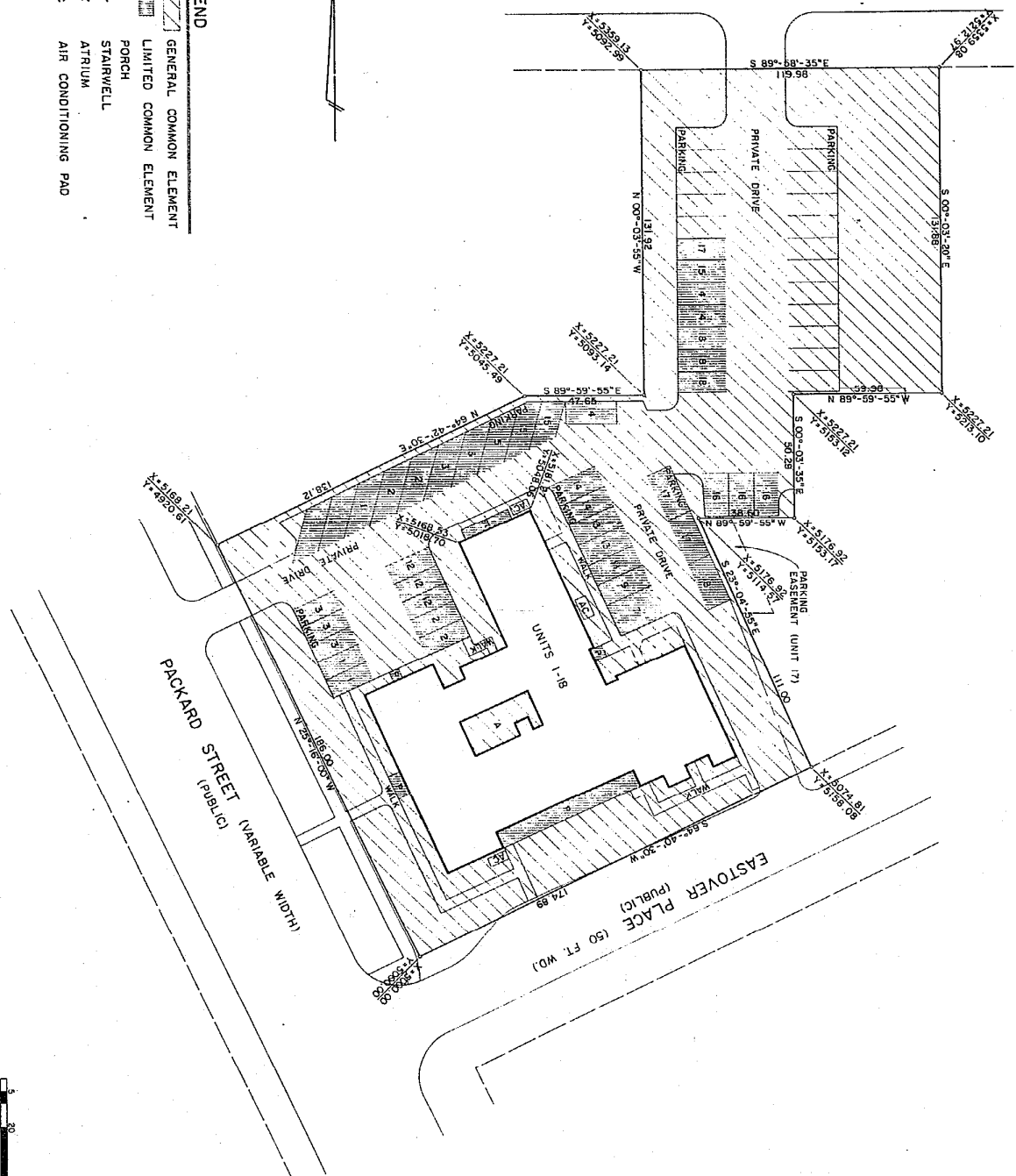
- LEGEND**
-  GENERAL COMMON ELEMENT
  -  LIMITED COMMON ELEMENT
  -  PORCH
  -  STAIRWELL
  -  ATRIUM
  -  AIR CONDITIONING PAD



CRESTLAND DRIVE (60 FT. WD.)  
(PUBLIC)

PACKARD STREET (VARIABLE WIDTH)  
(PUBLIC)

EASTOVER PLACE (60 FT. WD.)  
(PUBLIC)

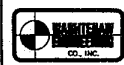


AS-BUILT, DATED 9-28-94  
SHEET 3



SECTION 4	TOWN 3	SOUTH	RANGE 6	EAST	FOR EASTOVER PROFESSIONAL CENTER
CITY OF ANN ARBOR					EASTOVER PROFESSIONAL CENTER
WASHTENAW COUNTY - MICHIGAN					
DATE	REVISION				SCALE - 1 INCH = 20 FEET
PROJECT	NO. 19328 (P.E.)				

SITE PLAN

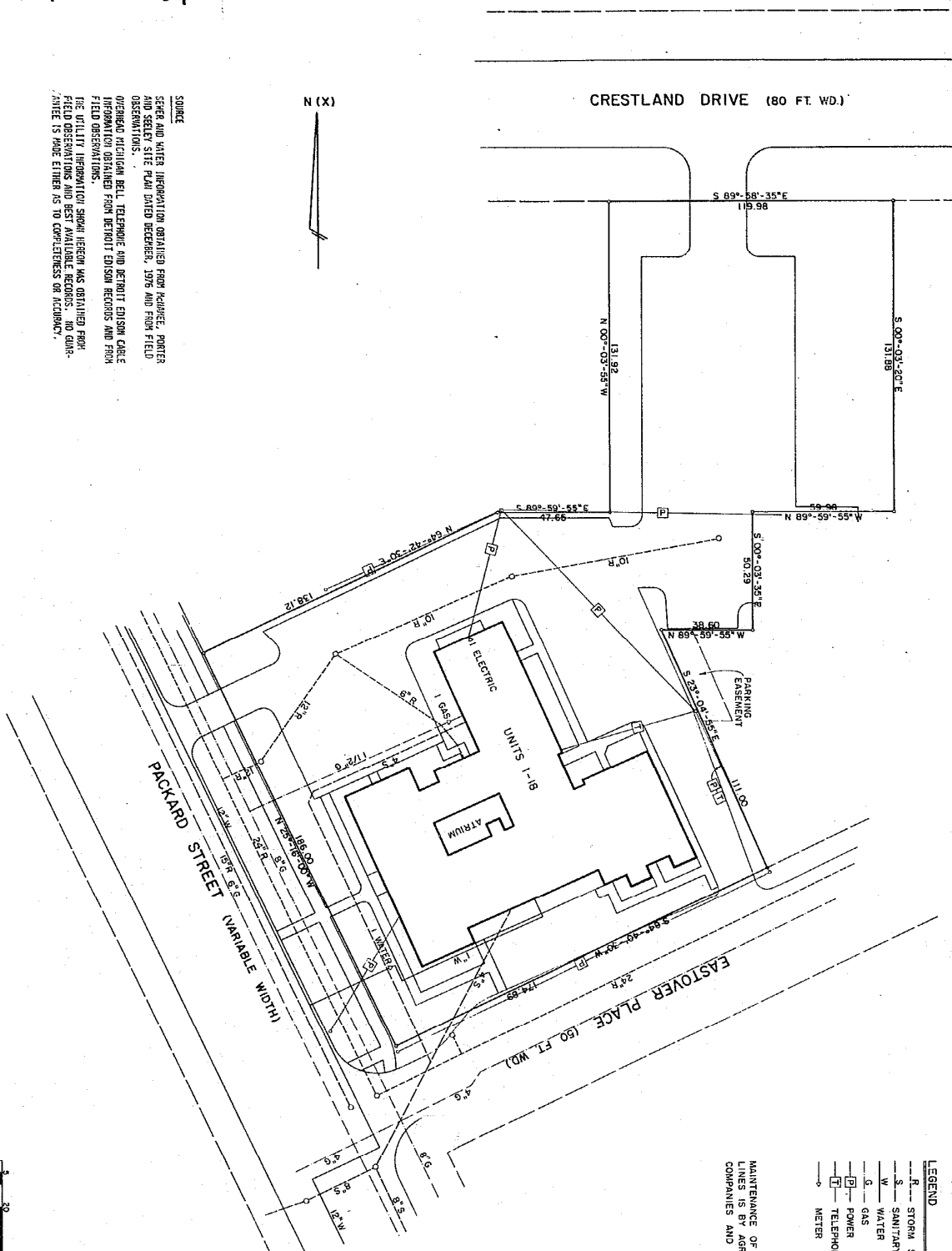


CIVIL ENGINEERS - PLANNERS  
SURVEYORS  
ANN ARBOR, MICHIGAN 48103

SOURCE  
SEWER AND WATER INFORMATION OBTAINED FROM RECORDS, PORTER AND SELEY SITE PLAN DATED DECEMBER, 1976 AND FROM FIELD OBSERVATIONS.  
ORGANIC RICHMOND BELL TELEPHONE AND DETROIT Edison CABLE INFORMATION OBTAINED FROM DETROIT Edison RECORDS AND FROM FIELD OBSERVATIONS.  
THE UTILITY INFORMATION SHOWN HEREON WAS OBTAINED FROM FIELD OBSERVATIONS AND BEST AVAILABLE RECORDS. NO GUARANTEE IS MADE EITHER AS TO COMPLETENESS OR ACCURACY.

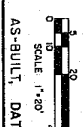
N (X)

CRESTLAND DRIVE (80 FT. WD.)



- LEGEND
- S --- STORM SEWER
  - S --- SANITARY SEWER
  - W --- WATER
  - G --- GAS
  - P --- POWER
  - T --- TELEPHONE
  - M --- METER

MAINTENANCE OF POWER AND TELEPHONE LINES IS BY AGREEMENT BETWEEN UTILITY COMPANIES AND PROPERTY OWNERS.



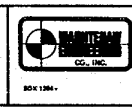
SECTION 4	TOWNSHIP 3	SOUTH RANGE 8	EAST
CITY OF ANN ARBOR			
WASHINGTON COUNTY - MICHIGAN			
DESIGN SJB	REVISED		
CHECK SJB			
DATE 1/8			
PROJECT	JOB 19328	P.R.	

FOR EASTOVER PROFESSIONAL CENTER

**EASTOVER  
PROFESSIONAL CENTER**

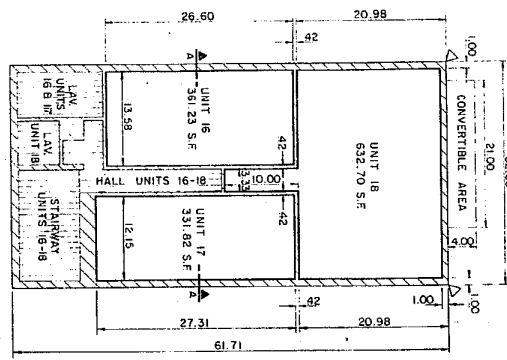
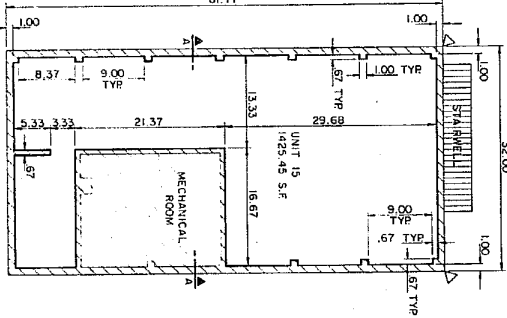
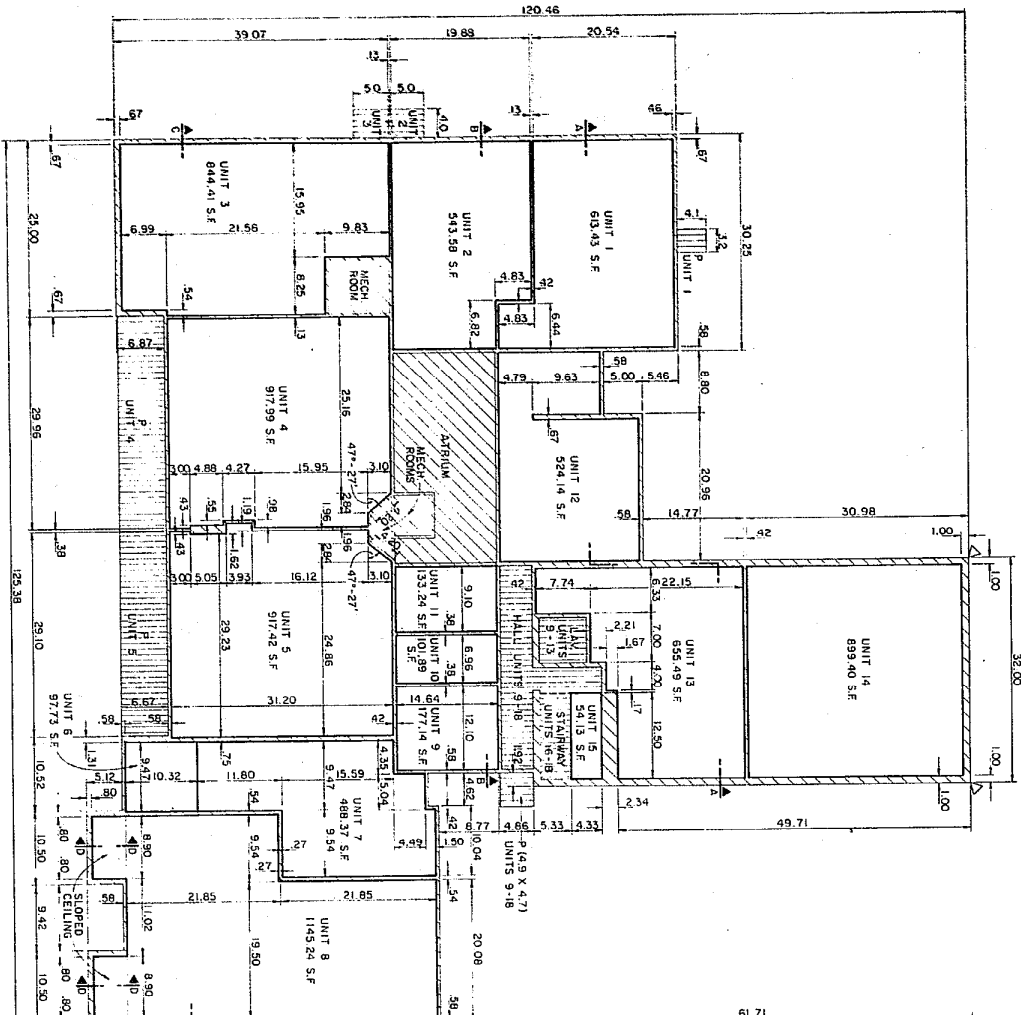
SCALE - 1 INCH = 20 FEET

**UTILITY PLAN**



CIVIL ENGINEERS - PLANNERS  
SURVEYORS

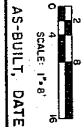
JAMES L. AMBOR & ASSOCIATES, INC.  
ANN ARBOR, MICHIGAN 48106



**LEGEND**

- [Hatched Box] GENERAL COMMON ELEMENT
- [Dotted Box] LIMITED COMMON ELEMENT
- [Solid Box] LIMITS OF OWNERSHIP
- [Triangle] COORDINATE POINT
- [Circle with 'L'] LAV
- [Circle with 'P'] PORCH

ALL WALLS ARE CONSTRUCTED AT 90° TO ONE ANOTHER UNLESS OTHERWISE SHOWN.



SECTION	5	TOWNSHIP	3	SOUTH	RANGE	6	EAST
CITY OF ANN ARBOR							
WASHINGTON COUNTY - MICHIGAN							
DESIGNED BY	EASTOVER						
CHECKED BY	PROFESSIONAL CENTER						
DATE	19326 P.R.						

FOR EASTOVER PROFESSIONAL CENTER  
**EASTOVER  
 PROFESSIONAL CENTER**

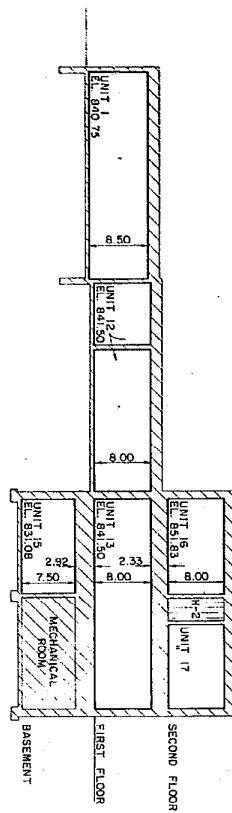
SCALE - 1 INCH = 8 FEET

**FLOOR PLANS**

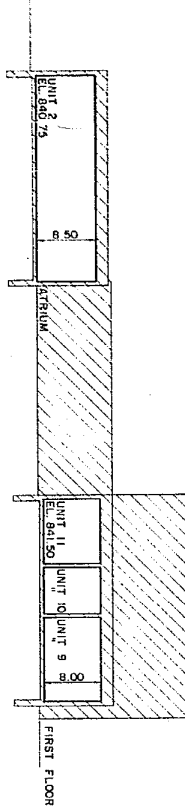


CIVIL ENGINEERS - PLANNERS  
 SURVEYORS

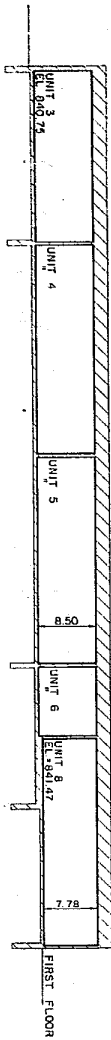
BOX 1294 - ANN ARBOR, MICHIGAN 48106



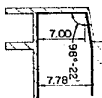
SECTION A-A



SECTION B-B

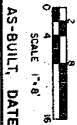
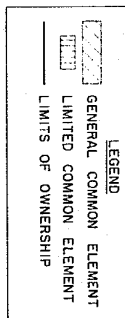


SECTION C-C



SECTION D-D

ALL WALLS ARE CONSTRUCTED AT 90° TO THE FLOORS AND CEILINGS UNLESS OTHERWISE SHOWN.  
ALL ELEVATIONS ARE TO U.S.G.S. DATUM.



AS-BUILT, DATED 9-28-84 SHEET 6



SECTION 4, TOWN 3, SOUTH-RANGE 6, EAST  
CITY OF ANN ARBOR  
WASHTENAW COUNTY - MICHIGAN

FOR EASTOVER PROFESSIONAL CENTER  
**EASTOVER  
PROFESSIONAL CENTER**

SCALE - 1/4" = 1' - 0"

SECTIONS



CIVIL ENGINEER - PLANNING  
SUPERVISOR

BOX 1001

ANN ARBOR, MICHIGAN 48106

EASEMENT AND MAINTENANCE AGREEMENT

KNOW ALL PERSONS by these presents, that EASTOVER PACKARD CORPORATION, a Michigan corporation, of 3131 South State Street, Ann Arbor, Michigan, is the fee title holder of the following described property situated in the City of Ann Arbor, Washtenaw County, Michigan, which it sold on land contract on the 15th day of May, 1980, to EASTOVER PROFESSIONAL CENTER, a Michigan limited partnership, of 670 City Center Building, Ann Arbor, Michigan:

Lots 84, 85 and 86, except the West 10 feet thereof,  
Lots 89, 90, 94, 95, and 96, all in Eastover Hills #1,  
as recorded in Liber 4 of Plats, Page 40, Washtenaw  
County Records.

WHEREAS, EASTOVER PROFESSIONAL CENTER proposes to divide said property into two separate parcels, identified as Parcel I and Parcel II on the attached legal descriptions, which will necessitate the creation of access and parking easements for the benefit of each parcel, and

WHEREAS, the parties hereto wish to adopt the two attached legal descriptions for the purpose of creating the access and parking easements set forth therein, and

WHEREAS, the parties hereto wish to adopt a Maintenance Agreement to provide for the maintenance, repair and replacement of the paved driveway on said easement.

NOW, THEREFORE, it is hereby AGREED between the parties hereto as follows:

1. The access and parking easements set forth in the two attached legal descriptions are created and adopted for the benefit of the respective parcels and shall run with said land where they shall be binding on and inure to the benefit of the owners or occupants thereof, their heirs, successors and assigns.
2. The cost of snow removal on said easement and the paved parking lots on each parcel shall be shared between the owners or occupants of said parcels with Parcel I paying 87% and Parcel II 13% of the total.
3. The cost of maintenance, repair and replacement of the paved driveway on said easement shall be shared between the owners or occupants of said parcels with Parcel I paying 87% and Parcel II 13% of the total.
4. The access and parking easement areas shall be kept free from any and all obstructions of any kind and no parking will be permitted within the access easement.

Dated this 17<sup>th</sup> day of November, 1980.

Witnessed By:

John C. Seeley  
John C. Seeley  
Lou Ann Openo  
Lou Ann Openo

EASTOVER PACKARD CORPORATION,  
a Michigan corporation  
By: Marvin E. Van Eyck  
Marvin E. Van Eyck, President  
By: John M. Holland  
John M. Holland, Secretary

Diane Rumps  
Diane Rumps

EASTOVER PROFESSIONAL CENTER, a  
Michigan limited partnership  
By: Peter T. Allen  
Peter T. Allen, General Partner

LIBER 1782 PAGE 257  
NOV 17 1980  
EASTOVER PROFESSIONAL CENTER



STATE OF MICHIGAN )  
 )SS  
COUNTY OF WASHTENAW )

On this 17th day of November, 1980, before me a notary public, in Washtenaw County, Michigan, personally appeared MARVIN R. VAN EYCK and JOHN M. HOLLAND, to me known, who being duly sworn, did say that they are respectively the President and Secretary of ~~Frankena~~ Eastover Packard Corporation, a Michigan corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

Lou Ann Openo  
Lou Ann Openo, Notary Public  
Washtenaw County, Michigan  
My commission expires: 12/6/82

STATE OF MICHIGAN )  
 )SS  
COUNTY OF WASHTENAW )

On this 17th day of November, 1980, before me appeared PETER T. ALLEN, to me personally known, who being by me sworn, did say that he is the general partner of EASTOVER PROFESSIONAL CENTER, the limited partnership named in and which executed the within instrument and that said instrument was signed and sealed in behalf of said limited partnership by authority of its partnership agreement; and said PETER T. ALLEN acknowledged said instrument to be the free act and deed of said limited partnership.

Lou Ann Openo  
Lou Ann Openo, Notary Public  
Washtenaw County, Michigan  
My commission expires: 12/6/82

This document prepared by and  
when recorded return to:

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

LIBER 1782 PAGE 258  
NOV 17 1980  
POSTING THIS RECORD CARD  
RECORDS DIV.

PARCEL I

Beginning at the southeast corner of Lot 94 of "Eastover Hills No. 1", a subdivision in the northeast 1/4 of Section 4, T3S, R6E, City of Ann Arbor, Washtenaw County, Michigan as recorded in Liber 4 of Plats, Page 40, Washtenaw County Records; thence S 64° 40' 30" W 184.89 feet along the northerly right-of-way line of Eastover Place; thence N 25° 16' 00" W 186.00 feet along the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 138.12 feet along the north line of Lots 84 and 94 of said "Eastover Hills No. 1"; thence S 89° 59' 55" E 47.65 feet along the north line of said Lot 94; thence N 00° 03' 55" W 131.92 feet along the West line of Lot 89 of said "Eastover Hills No. 1"; thence S 89° 58' 35" E 119.98 feet along the southerly right-of-way line of Crestland Drive; thence S 00° 03' 20" E 131.88 feet along the East line of Lot 90 of said "Eastover Hills No. 1"; thence N 89° 59' 55" W 59.98 feet along the South line of said Lot 90; thence S 00° 03' 35" E 50.29 feet; thence N 89° 59' 55" W 38.60 feet; thence S 23° 04' 55" E 111.00 feet along the easterly line of Lot 94 of said "Eastover Hills No. 1" to the point of beginning, being lots 89, 90 and 94 and part of Lots 84, 85, 86 and 95 of said "Eastover Hills No. 1" and containing .51036 square feet of land, more or less. Being subject to easements and restrictions of record, if any. Also granting the rights of ingress and egress over a 12 foot wide strip of land having a center-line described as follows: Commencing at the southeast corner of Lot 94 of said "Eastover Hills No. 1", thence S 64° 40' 30" W 15.00 feet along the northerly right-of-way line of Eastover Place to the point of beginning; thence N 23° 04' 55" W 156.33 feet; thence N 89° 59' 55" W 13.32 feet; thence S 64° 42' 30" W 153.81 feet to a point on the easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 153.81 feet; thence S 89° 59' 55" E 83.22 feet; thence N 89° 59' 55" W 12.98 feet; thence N 00° 03' 55" W 146.90 feet to a point on the southerly right-of-way line of Crestland Drive, said point being the point of termination. Also granting an easement, for parking purposes only, described as follows: Commencing at the southeast corner of Lot 94 of said "Eastover Hills No. 1", thence N 23° 04' 55" W 69.00 feet along the east line of said lot to the point of beginning; thence continuing N 23° 04' 55" W 42.00 feet along said East line; thence S 89° 59' 55" E 13.04 feet; thence S 23° 04' 55" E 42.00 feet; thence N 89° 59' 55" W 13.04 feet to the point of beginning.

LIBER 1782 PAGE 259

RECORDED

NOV 17 1980

POSTING THIS RECORD

FOUNTAIN

PARCEL II

DESCRIPTION

BEGINNING at the Southwest corner of Lot 95 of "EASTOVER HILLS NO. 1", a subdivision in the Northeast 1/4 of Section 4, T35, R6E, City of Ann Arbor, Washtenaw County, Michigan as recorded in Liber 4 of Plats, Page 40, Washtenaw County Records; thence N 23° 04' 55" W 111.00 feet along the Westerly line of said lot; thence S 89° 59' 55" E 38.60 feet; thence N 00° 03' 35" W 50.29 feet to the Northwest corner of Lot 96 of said "EASTOVER HILLS NO. 1"; thence S 89° 59' 55" E 89.97 feet along the North line of said Lot 96; thence S 06° 24' 40" E 117.50 feet along the East line of said Lot 96; thence along the Northerly right-of-way line of Eastover Place Westerly 50.26 feet along the arc of a 127.63 foot radius circular curve to the left through a central angle of 22° 33' 50" having a chord which bears S 75° 57' 25" W 49.94 feet; thence S 64° 40' 30" W 54.96 feet continuing along said right-of-way line to the Point of Beginning, being Lot 96 and a part of Lot 95 of said "EASTOVER HILLS NO. 1" and containing 14559 square feet of land, more or less. Being subject to easements and restrictions of record, if any. Also having the rights of ingress and egress over a 12 foot wide strip of land having a centerline described as follows: Commencing at the Southwest corner of Lot 95 of said "EASTOVER HILLS NO. 1"; thence S 64° 40' 30" W 15.00 feet along the Northerly right-of-way line of Eastover Place to the POINT OF BEGINNING; thence N 23° 04' 55" W 156.33 feet; thence N 89° 59' 55" W 13.32 feet; thence S 64° 42' 30" W 153.81 feet to a point on the Easterly right-of-way line of Packard Street; thence N 64° 42' 30" E 153.81 feet; thence S 89° 59' 55" E 83.22 feet; thence N 89° 59' 55" W 12.98 feet; thence N 00° 03' 55" W 146.90 feet to a point on the Southerly right-of-way line of Crestland Drive, said point being the POINT OF TERMINATION. Also granting an easement, for parking purposes only, described as follows: Commencing at the Southwest corner of Lot 95 of said "EASTOVER HILLS NO. 1"; thence N 23° 04' 55" W 69.00 feet along the Westerly line of said lot to the POINT OF BEGINNING; thence continuing N 23° 04' 55" W 42.00 feet; thence S 89° 59' 55" W 13.04 feet; thence S 23° 04' 55" E 42.00 feet; thence N 89° 59' 55" W 13.04 feet to the Point of Beginning.

Prepared for:

Eastover Professional Center  
c/o Conlin, Conlin & McKinney  
700 City Center Building  
Ann Arbor, Michigan 48104

Prepared by:

Washtenaw Engineering Company, Inc.  
859 South Wagner Road  
Ann Arbor, Michigan 48106

October 29, 1980

RECEIVED  
FOR RECORD  
Nov 17 3 45 PM '80  
PATRICIA WEISBERG HARDY  
REGISTER OF DEEDS  
WASHTENAW COUNTY, MICH.

RECEIVED  
FOR RECORD  
Nov 17 3 45 PM '80  
PATRICIA WEISBERG HARDY  
REGISTER OF DEEDS  
WASHTENAW COUNTY, MICH.

LIBER 1782 PAGE 260  
NOV 17 1980  
RECEIVED FOR RECORD  
PATRICIA WEISBERG HARDY  
REGISTER OF DEEDS  
WASHTENAW COUNTY, MICH.

This instrument was presented and received for record this 16th day of November A. D. 1925 at 3:50 o'clock P.M., and recorded in Liber 252 of deeds, on page 245, as a proper certificate was furnished in compliance with Section 3957, Compiled Laws of 1897.

Clellie L. Anderson,

to

John P. Parsons & wife.

John S. Cummings Register of Deeds.

Deputy Register.

This Indenture, Made this 27th day of October,

in the year of our Lord one thousand nine hundred Twenty five. BETWEEN Clellie L. Anderson, of the Township of Pittsfield and County of Washtenaw, State of Michigan.

party of the first part, and John P. Parsons and Clara A. Parsons, husband and wife, of the city of Ann Arbor, Washtenaw County, Michigan, parties

of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One dollar and other valuable consideration, to her in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents does grant, bargain, sell, remise, release, alien and confirm, unto the said parties of the second part and to their heirs and assigns, forever, all those certain pieces or parcels of land, situate and being in the Township of Pittsfield County of Washtenaw, and State of Michigan, and described as follows, to-wit:

Lots No. thirty-seven (37) and thirty-eight (38), according to the recorded plat of Eastover Hills No. 1 on the northeast quarter of section four, town three south, range six east, in the Township of Pittsfield, Washtenaw county, Michigan.

This deed is executed by the party of the first part and accepted by the parties of the second part subject to the following express agreements and restrictions, viz: That no buildings shall ever be erected or placed, maintained or permitted on said premises within less than thirty feet of the street upon which said lots front, or within less than ten feet of the north and south property lines; that said lots shall never be used for any purpose other than purely residential purposes; that no residence shall be erected thereon which shall cost less than \$7000.00, said dwelling house or houses to be constructed not less than two stories in height; that no garage or temporary structure will be placed or built upon aforesaid lots more than two months prior to the date a dwelling house is under construction; that no old buildings will be placed upon aforesaid lots; that said premises shall never be owned or occupied by persons of African descent commonly known as colored people; that no bill boards of any description shall be erected on said premises. It is further agreed by the parties hereto that all of the restrictions herein contained shall be construed as covenants running with the land above described, and it shall be lawful not only for the party of the first part herein, her heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the above described premises, who may derive title from or through the party of the first part, to institute and prosecute any proceedings at law or in equity, against any person or persons violating or threatening to violate the aforesaid restrictions or any of them.

The party of the first part agrees to grade and gravel or cinderize streets and to plant trees without cost to the parties of the second part.

The lands above described are free and clear from all incumbrances, except such as may have accrued thereon by or through the acts of the parties of the second part, under a certain land contract Dated June, 20th, 1922.



Together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest or demand whatsoever of the said part y of the first part, either in Law or Equity, of in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises, as above described, with the appurtenances, unto the said parties of the second part, and to the ir heirs and assigns, FOREVER. And the said part y of the first part, for herself heirs, executors and administrators, do es covenant, grant, bargain and agree to and with the said parties of the second part the ir heirs and assigns, that at the time of the ensembling and delivery of these presents she is well seized of the premises above described premises as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the law in Fee Simple; and that the said Lands are free from all incumbrances whatever except those above mentioned and that the above bargained premises in the quiet and peaceful possession of the said parties of the second part the ir heirs and assigns, against all and every person or persons lawfully claiming, or to claim, the whole or any part thereof, she will forever WARRANT AND DEFEND.

In Witness Whereof, the said part y of the first part ha s hereunto set her hand and seal the day and year first above written

Signed, sealed and delivered in presence of

Emily Widmaier

Frank B. DeVine

Clellie L. Anderson

SEAL

SEAL

SEAL

SEAL

STATE OF MICHIGAN, }  
COUNTY OF WASHTENAW, } ss.

On this 27th day of October, in the year one thousand nine hundred and twenty five before me, notary public in and for said County personally appeared Clellie L. Anderson,

to me known to be the same person described in and who executed the within instrument, who her acknowledged the same to be her free act and deed.

My commission expires Dec. 28, 1927.

Emily Widmaier  
Notary Public, Washtenaw County, Michigan.

STATE OF MICHIGAN, }  
COUNTY OF WASHTENAW, } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_ before me, \_\_\_\_\_ in and for said County

to me known to be the same person described in and who executed the within instrument, who \_\_\_\_\_ acknowledged the same to be \_\_\_\_\_ free act and deed.

My commission expires \_\_\_\_\_ 192\_\_\_\_\_

Notary Public.

WARRANTY DEED

THIS INDENTURE, made the 24th day of June in the year of our Lord, one thousand nine hundred and fifty-five BETWEEN Elmer H. Daniels and Madge M. Daniels, husband and wife, parties of the first part, and McNamee, Porter and Seeley, a partnership consisting of Robert L. McNamee, Samuel D. Porter, John C. Seeley, William C. Hoad, Ezra C. Shoecraft, and Walter R. Drury, parties of the second part, whose Street Number and Postoffice Address is 103 East Washington Street, Ann Arbor, Michigan, WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration to them in hand paid by the said parties of the second part, the receipt of which is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and their heirs, and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Pittsfield, County of Washtenaw, and State of Michigan, and described as follows: to-wit:

A part of Eastover Hills No. 1, a subdivision of the northeast quarter of Section 4 in Town 3 South, Range 6 East, Township of Pittsfield, County of Washtenaw, State of Michigan, as recorded in Liber 4 of Plats on page 40 in the Office of the Register of Deeds for Washtenaw County, Michigan, more particularly described as follows:

Lot No. 84 of said subdivision; the northerly 31.1 feet of Lot No. 85; northerly 93.1 feet of Lot No. 94, described as follows: Commencing at the northwest corner of said Lot, No. 94, thence southerly in the westerly line of said Lot 93.1 feet; thence deflecting 90° left 58.56 feet to the easterly line of said Lot; thence deflecting 87° 49' left in said easterly line 72.75 feet; thence deflecting 62° 33' left 47.67 feet in the northerly line of said lot; thence deflecting 25° 16' left 18.23 feet in the northerly line of said Lot to the place of beginning.

Also an easement for light and air over the northerly 15 feet of the southerly 30.9 feet of Lot 85 excepting the westerly 60 feet thereof, and an easement for light and air over the northerly 15 feet of the southerly 92.9 feet of Lot 94, hereby also granting the right to enter upon the said two 15 foot strips to such extent as may be reasonably necessary for convenience in constructing, repairing, painting or cleaning any building upon the premises hereby conveyed in fee.

Also an easement for a roadway over the easterly 12 feet of the southerly 92.9 feet of Lot 94, the cost of maintaining such roadway to be divided equally between the parties if there is joint use thereof.

In constructing any building up to or within 10 feet of the southerly boundary of said premises, parties of the first part agree to underpin such construction down to an elevation 12 feet below the first floor grade of parties of the first part in such manner that prudent excavation for and construction of a building on said premises having a basement 10 feet below the first floor grade of

RECEIVED  
FOR RECORD

FEB 17 11 33 AM '56

PATRICIA McKIRK HARDY  
REGISTER OF DEEDS LIBER 732 PAGE 213  
WASHTENAW COUNTY, MICH.

parties of the first part shall not disturb the structure of parties of the first part. Plans covering details of construction of such underpinning shall be submitted to parties of the second part for approval in advance of the work, and the cost of underpinning shall be paid equally by parties of the first part and parties of the second part.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold premises, as herein described, with the appurtenances, unto the said parties of the second part and to their heirs and assigns, FOREVER. And the said Elmer H. Daniels and Madge M. Daniels, parties of the first part, for their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs, and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the above granted premises in fee simple; that they are free from all encumbrances whatever; and that they will, and their heirs, executors, administrators Shall Warrant and Defend the same against all lawful claims whatsoever, except as above set forth.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Stanley G. Thayer  
Stanley G. Thayer  
Gerda Urban  
Gerda Urban

Elmer H. Daniels (L.S.)  
Elmer H. Daniels

Madge M. Daniels (L.S.)  
Madge M. Daniels

STATE OF MICHIGAN )  
COUNTY OF WASHTENAW ) ss.

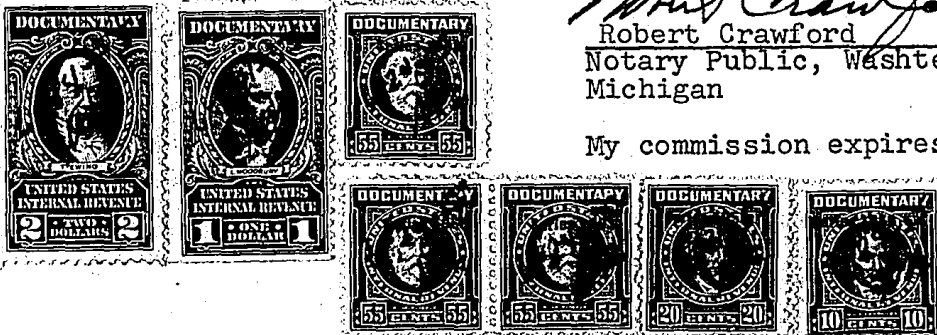
On this 24th day of June in the year one thousand nine hundred and

fifty-five before me, Robert Crawford Notary Public, in and for said County, personally appeared Elmer H. Daniels and Madge M. Daniels,

to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.

Robert Crawford  
Robert Crawford  
Notary Public, Washtenaw County,  
Michigan

My commission expires April 8, 1957



WOLVERINE TITLE COMPANY

Form 581  
WARRANTY DEED—Statutory Form  
C.L. 1940, 343-131 M.S.A. 26-371

KNOW ALL MEN BY THESE PRESENTS: That WALTER RYAN JOHNSON, a single man,  
whose address is Apt. 2505 North Tower Horizon House, 1372 Palisade Avenue,  
Fort Lee, New Jersey 07024  
Convey(s) and Warrant(s) to PACKARD-EASTOVER CORPORATION, a Michigan corporation,  
whose address is 2223 Packard Road, Ann Arbor, Michigan 48104

the following described premises situated in the Township of Pittsfield  
County of Washtenaw and State of Michigan, to-wit: Lots 89 and 90, Eastover  
Hills No. 1, a subdivision on the northeast quarter of Section 4,  
town 3 south, range 6 east, Meridian of Michigan, Pittsfield Township,  
Washtenaw County, Michigan, according to the plat thereof as recorded  
in Liber 4 of Plats, page 40, Washtenaw County Records.

RECEIVED  
FOR RECORD

Dec 17 1 46 PM '73

PATRICIA NEWKIRK HARDY  
REGISTER OF DEEDS  
WASHTENAW COUNTY, MICH.

for the full consideration of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)  
subject to restrictions and easements of record. Also purchaser shall pay  
cost of duly authorized improvements made by the City of Ann Arbor that  
are subject to future assessment against said property and all costs  
relating to rezoning by Pittsfield Township and the City of Ann Arbor,  
Michigan, including all expense of annexation to City of Ann Arbor,  
Michigan, shall be paid by purchaser.

Dated this 22nd day of October 19 73

Witnesses:  
Mary S. D'Erri  
Mary S. D'Erri  
Nellie O. Clavijo  
Nellie O. Clavijo  
NEW JERSEY NEW YORK  
STATE OF ~~MICHIGAN~~  
County of NEW YORK ss.

Signed and Sealed:  
Walter R. Johnson (l.s.)  
Walter Ryan Johnson a/k/a  
Walter R. Johnson (l.s.)  
\_\_\_\_\_  
(l.s.)

The foregoing instrument was acknowledged before me this  
by Walter Ryan Johnson  
My commission expires March 30, 1974

22nd day of October 19 73  
Nellie O. Clavijo  
NELLIE O. CLAVIJO

\*600 City Center Building, Ann Arbor, Michigan Notary Public Notary Public, State of Michigan  
Instrument Drafted by Raymond K. Klaasen # Business Address No. 03-911000 Qualified in Branch Co. 2  
Certificate filed in New York County  
Commission Expires March 30, 1974

County Treasurer's Certificate  
Washtenaw County Treasurer  
Tax Certificate No. 2940

City Treasurer's Certificate  
STATE OF MICHIGAN REAL ESTATE  
DEC 17 1973 FER TAX  
Dept. of Taxation  
= 13.20  
P.B. 10540

Recording Fee \_\_\_\_\_ When recorded return to \_\_\_\_\_  
State Transfer Tax \_\_\_\_\_  
Send subsequent tax bills  
to \_\_\_\_\_  
Tax Parcel No. \_\_\_\_\_