PURCHASER INFORMATION BOOKLET

FOR

GALLERY POINTE

A Condominium Project

In the

Township of Pittsfield,
Washtenaw County, Michigan

Developed by:
Gallery Park Homes, LLC
135 Keveling Drive
Saline, Michigan 48176

PURCHASER INFORMATION BOOKLET

FOR

GALLERY POINTE

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DISCLOSURE STATEMENT

GALLERY POINTE

DEVELOPER

Gallery Park Homes, LLC
135 Keveling Drive
Saline, Michigan 48176
(734) 470-6647

Gallery Pointe is a nine unit residential condominium, which may be expanded in size at any time on or before six years following the recording of the Master Deed for Gallery Pointe, to a maximum of 70 Units.

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

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

March 2020

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DISCLOSURE STATEMENT

GALLERY POINTE

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of l978, as amended (the Condominium Act).

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

II. The Condominium Concept

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

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components (*"common elements"*) of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

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

The project is administered generally by a non-profit corporation of which all owners are members (the *"Association"*). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established, the taxes and assessments for the units covered by the Master Deed usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Gallery Pointe Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, Scope and Physical Characteristics of the Project. Gallery Pointe is a nine-unit residential condominium project located in Pittsfield Township, Michigan.

B. Utilities. Gallery Pointe is served by gas, water, sewer, electric and telephone service. Gas service and electricity is furnished by Detroit Edison, telephone service is provided by AT&T. Each of these utilities is individually metered to each unit for payment by the Co-owner. Each Unit is individually served and billed for the utilities. The storm sewer system serving the project is maintained by the Association.

C. Road. The roads in Gallery Pointe are private and will be maintained (including, without limitation, snow removal) by the Association. Replacement, repair and resurfacing will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It is the Association's responsibility to inspect and to perform a preventative maintenance of condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs. The entrance to the project and sidewalks are also the responsibility of the Association.

D. Reserved Rights of Developer.

(1) Convertible Areas. The Developer has reserved the right, at any time on or before six years following the recording of the Master Deed, to modify units and/or common elements within the convertible areas identified as such on the on the Condominium Subdivision Plan.

(2) Expansion of Project. The Developer has reserved the right to enlarge the size of the project to a maximum of 70 units by the addition of the land shown on the Condominium Subdivision Plan (Exhibit B to the Master Deed) at any time on or before six years following recording of the Master Deed. In connection with such expansion, the Developer has reserved the right to define and redefine general or limited common elements as may be necessary to adequately describe and service the added land and to change the nature of any common element previously included in the condominium project to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways and sidewalks to any roadways and sidewalks planned for the land being added, and to provide access to any condominium units over such roadways and sidewalks.

(3) Improvements and Landscaping. Until all of the units in the project have been sold, no exterior modifications of any type may be made without the Developer's approval.

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

(5) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) Easements.

(a) For Maintenance, Repair and Replacement. The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) For Use of Utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to reducing the size of the project or the development of separate projects on land that may in the future be removed from the Project. The Developer has also reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities.

(c) For Use of Roads. The Developer has reserved easements and rights of use over the roads and walkways in the project for the purpose of ingress and egress to and from all or any portion of the land that hereafter may be added to the project.

(7) Enforcement of Bylaws. The Developer has reserved the right to enforce the Bylaws during the Construction and Sales Period, which is described and defined in the Master Deed.

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

E. <u>Radon Gas</u>. Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in the soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

The extent to which an area or site may be exposed to radon depends upon a number of factors, including natural geologic conditions, prior land use, groundwater, construction materials and techniques, ventilation and air-conditioning systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Developer neither has nor claims any expertise in radon, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a purchaser might consider significant in deciding whether to purchase a Unit in Gallery Pointe from Developer. Developer assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published a guide which is available to interested persons: "Home Buyer's and Seller's Guide to Radon."

F. Mold. Mold is a naturally occurring type of fungus which is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. Not all molds are necessarily harmful, but certain strains have been shown to have adverse health effects in susceptible persons. Experts disagree about the level of mold exposure that may cause health problems and about the exact nature and extent of the health problems that may be caused by mold.

In order to grow, mold requires a food source. Many items found in a home may serve as a food source, such as fabric, carpet, drywall, wood and insulation, to name a few. The property temperature, between 40° F and 100° F, plus moisture, also encourages mold growth.

Developer neither has nor claims any expertise in mold growth, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of mold. The Developer also has no control over this natural occurrence. Owners will want to take steps to reduce the occurrence of mold growth. For further helpful hints that can reduce mold growth, owners can consult the EPA's website at www.epa.gov/q.

IV. Legal Documentation

A. General. Gallery Pointe was established as a condominium project pursuant to the Master Deed recorded in the Washtenaw County Records and contained in the Gallery Pointe Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI of the Master Deed contains the provisions regarding the consolidation and other modifications of units, Article VII contains the convertible area provisions, Article VIII contains the expansion provisions, Article IX covers easements, Article X covers the provisions for amending the Master Deed, and Article XI provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

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

V. Developer and Other Service Organizations

A. **Developer's Background and Experience.** The "Developer", Gallery Park Homes, LLC, is a Michigan limited liability company established for the purpose of developing Gallery Pointe and other local residential developments. Craig Welch, a principal of the Developer, has extensive experience in residential construction in the Ann Arbor area, building homes for over 30 years and over 1100 homes in surrounding communities, among them being the following: Lake Forest, Centennial Park, The Arboretum, Serenade at Brookview Highlands, Waterways, Castleridge Commons, Emerald Glen of Manchester, The Sanctuary at Mallard Pond, Wexford Commons, Burwyck Park and Arbor Lane.

In addition to what is stated above, the Builder, is owned by Craig Welch, resident of Saline, Michigan; builder of homes in two dozen communities, former president and Builder of the Year of local homebuilders association; licensed broker and attorney in addition to a licensed builder.

B. **Real Estate Sales.** The real estate broker for the project is Casablanca Real Estate, LLC 4997 Ann Arbor-Saline Rd, Ann Arbor, MI 48103 (734) 222-1010. Casablanca Real Estate Company is owned by Gaetana Casablanca and Scott Wynne. Gaetana Casablanca is the principal broker. Gaetana and Scott have over 30 years of experience from East coast metropolitan to Midwest suburban real estate sales and extensive experience in residential real estate sales throughout the Ann Arbor area.

C. **Legal Proceedings Involving the Condominium Project or the Developer.** The Developer is not aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. **The Condominium Association.** The responsibility for management and maintenance of the project is vested in the Gallery Pointe Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

Within 120 days after closing the sales of 25% of the units, one of the three directors will be selected by non-developer owners; and within 120 days after closing the sales of 75% of the units, the non-developer owners will elect all directors, except that the Developer will have the right to designate at least one director as long as it owns at least 10% of the units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of one-third of the total number of units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the units have been sold and must be held on or before the expiration of 120 days after 75% of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. All of the units in Gallery Pointe have equal percentages of value. The percentage of value assigned to each unit determines, among other things, the value of each co-owner’s vote and the co-owners' share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

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

(2) Assessments. The co-owner of Unit 9 shall be exempt from the obligation to pay Association Assessments associated with the General Common Elements and, in turn, the owner of Unit 9 shall not have access to the General Common Elements. The co-owner of Unit 9, however, shall not be relieved of its obligation to pay any other assessments that might accrue directly to the co-owner of Unit 9 under any of the provisions in the Master Deed or Bylaws. Except as to Unit 9, each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Sections 2(a) and 7 of the Bylaws. Assessments are based upon the percentages of value assigned to the units. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b) of the Bylaws.

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

(4) **Other Possible Liabilities.** Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

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

D. **Condominium Association Management Contract.** It is contemplated that the project will be managed by a management company but as of date, the company has not been selected. Professional management is not required by the condominium documents.

E. **Insurance.**

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

(2) **Other Insurance.** The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the general common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and other individual insurance coverage with respect to the owner’s unit to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance.

F. **Restrictions on Ownership, Occupancy and Use.** Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of some of the restrictions:

(1) Units are to be used only for single-family residential purposes.

(2) No more than 20% of the Units in the Project may be leased at any given time. No owner may lease less than his entire unit or lease his unit for less than an initial term of six months. An owner must disclose his intention to lease a unit and either provide a copy of the exact lease form to be used to the Association at least ten days before presenting a lease to a potential lessee or, if no lease form is used, then the co-owner shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(3) There are limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.

(4) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section l03b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Absent such security, funds retained in escrow are not to be released to the Developer until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

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

C. After Closing.

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

(2) Condominium Project Warranties. The only warranty made with respect to Purchaser’s unit and the common elements in the Project is contained in the separate Limited Warranty of Developer delivered to purchasers at the time a Purchase Agreement is executed. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this

Disclosure Statement within one year warranty period that follows the date of Closing. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Builder by telephone at the number shown on the cover of this Disclosure Statement. The warranty is extended only to the first purchaser of each unit and is not transferable. The warranty does not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Builder's express warranty. It is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit.

VIII. Purpose of Disclosure Statement

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

The Michigan Department of Licensing and Regulatory Affairs publishes The Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and the other condominium documents contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and the other original condominium documents as contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Licensing and Regulatory Affairs, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Licensing and Regulatory Affairs.

APPENDIX I

	GALLERY POINTE Homeowners Association PRO FORMA ANNUAL BUDGET - As of 2/3/2020 BASED ON 100% SOLD AND OCCUPIED (69 UNITS)				
	PURPOSE		**TOTAL ANNUAL COST (Est.)**		**ANNUAL PER UNIT**
1	Bank Service Fees/Charges		$ 700		10
2	Postage, Printing and Administrative		$ 600		9
3	Utilities - External Electric		$ 1,200		17
4	Utilities - Water for Irrigation		$ 12,500		181
5	Legal and Collection Fees		$ 500		7
6	Insurance		$ 13,000		188
7	Property Manager Fee		$ 24,840		360
8	Building Repairs & Maintenance		$ 16,220		235
9	Trash/Recycling Services		$ 15,000		217
10	Landscape Maintence, Replacement and Enhancement		$ 13,780		200
11	Lawn Care (Cutting, Fertilization)		$ 35,000		507
12	Fertilization, Irrigation and Bed Maintenance		$ 13,500		196
13	Pest Control		$ 9,000		130
14	Gen Common Area Hardscape Maintenance (entrance, roadway and sidewalk)		$ 7,800		113
15	Stormwater System Maintenance		$ 2,000		29
16	Snow Removal/Salting		$ 44,000		638
17	Reserve Account		$ 37,260		540
18	Taxes, Licenses & Permits		$ 1,500		22
	TOTALS		$ 248,400		3,600

* This budget reflects an estimate of Association costs based on a total of 69 units. During the initial years of operation, however, the project will be comprised of less than 69, but the estimated cost per unit will remain the same.

L: 5345 P: 137 6511939 DMA
03/09/2020 10:18 AM Total Pages: 77
Lawrence Kestenbaum, Washtenaw Co

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MASTER DEED

GALLERY POINTE

This Master Deed is made and executed on this 5th day of March, 2020, by Gallery Park Homes, LLC, a Michigan limited liability company, hereinafter referred to as ***"Developer"***, whose post office address is 135 Keveling Drive, Saline, Michigan 48176, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the ***"Act"***.

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Gallery Pointe as a Condominium Project under the Act and does declare that Gallery Pointe (hereinafter referred to as the ***"Condominium"***, ***"Project"*** 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 Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Time Submitted for Recording
Date 3-6 2020 Time 1:58 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 3361T6TS

LIB

Time Submitted for Recording
Date 3-9 2020 Time 9:58 am
Lawrence Kestenbaum
Washtenaw County Clerk/Register

THE 2019 RETURN ROLL IS NOT YET AVAILABLE FOR EXAMINATION
WASHTENAW COUNTY TREASURER

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Gallery Pointe, Washtenaw County Condominium Subdivision Plan No. 616. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Pittsfield. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as **Exhibit B** hereto. Each building contains individual Units for residential 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 Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

LAND IN THE TOWNSHIP OF PITTSFIELD, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:LOCATED IN THE N 1/2 OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 6.90 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18"53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N

89°39'58" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;
thence S 64°05'47" W 86.67 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;
thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium;
thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of land, more or less.

parcels L-12-32-100-007, L-12-32-200-001 and L-12-32-200-002

Together with and subject to easements and restrictions of record and all governmental limitations, including without limitation the Storm Water Management Long–Term Maintenance Agreement and Plan to be recorded at the officed of the Washtenaw County Register of Deeds and Development Agreement for Gallery Park – Michigan Avenue Site to be entered into with the Charter Township of Pittsfield Developer further reserves herein the right to extract minerals, oil, gas, water and/or other natural occurring resources under the surface of the land described in this Article II, or portions thereof.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and **Exhibits A and B** hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Gallery Pointe 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 Gallery Pointe as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. **Association**. ***"Association"*** means Gallery Pointe Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

Section 5. **Condominium Documents**. ***"Condominium Documents"*** means and includes this Master Deed and **Exhibits A and B** hereto, and the Articles of Incorporation, Bylaws, any architectural control rules and regulations, and any other rules and regulations, of the Association, and the documents referenced in Article II above as all of the same may be amended from time to time.

Section 6. **Condominium Premises**. ***"Condominium Premises"*** means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Gallery Pointe as described above.

Section 7. **Condominium Project, Condominium or Project**. ***"Condominium Project"***, ***"Condominium"*** or ***"Project"*** means Gallery Pointe as a Condominium Project established in conformity with the Act.

Section 8. **Condominium Subdivision Plan**. ***"Condominium Subdivision Plan"*** means **Exhibit B** hereto.

Section 9. **Consolidating Master Deed**. ***"Consolidating Master Deed"*** means the final amended Master Deed which shall describe Gallery Pointe as a completed Condominium Project and shall reflect the land area in the Condominium that may be amended from time to time under Article VI hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted, if any. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County

Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as **Exhibit B** to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Construction and Sales Period. ***"Construction and Sales Period"***, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer or a builder to whom the Developer has sold a Unit, owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a two mile radius of the Condominium.

Section 11. Co-owner or Owner. ***"Co-owner"*** means a person, firm. corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term ***"Owner"***, wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. ***"Developer"*** means Gallery Park Homes, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. ***"First Annual Meeting"*** means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units are conveyed, whichever first occurs.

Section 14. Transitional Control Date. ***"Transitional Control Date"*** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. ***"Unit"*** or ***"Condominium Unit"*** each mean the enclosed space constituting a single complete residential Unit in Gallery Pointe, as such space may be described on **Exhibit B** hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II hereof, including, roads, landscaping, pathways and sidewalks not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, the electrical panel servicing a Unit.

(c) **Telephone and Cable.** The telephone and cable systems throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection to the meter servicing a Unit, but not including the meter or any the fixture or shutoff valve within any Unit.

(e) **Water.** The water distribution system throughout the Project, and to the extent water lines contained within Unit walls are used by more than one Unit, up to the point of connection with the shut-off valve and the water meter that services each building, and also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to the point of connection with the lead that services a Unit.

(g) **Storm Water Drainage System.** The storm water drainage system throughout the Project, including gutters and eaves on the buildings, the drainage tiles connected thereto, the surface and underground channels or pipes leading to, and the detention basins.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls from framing to exterior surface, roofs, bottom cord of trusses to exterior surface, ceilings of the top floor of Units, supporting beams, masonry and wood frame and fire walls separating Units.

(j) **Common Parking.** The parking spaces and aisles shown on the Condominium Subdivision Plan which are intended for common use and are adjacent to or part of the general road system, but which are not located within any Limited Common Element.

(k) **Mailbox Stands.** The mailbox stands located throughout the Project.

(l) **Entrance Sign, Gazebo, Wood Chip Paths and Benches**. The entrance sign for the Project, gazebo, wood chip paths, and, if and when installed, the benches, located on General Common Element lawn areas.

(m) **Other**. 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 are necessary to the existence, upkeep and safety of the Project.

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

Section 2. **Limited Common Elements**. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Front Porches.** Each front 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.

(b) **Privacy Areas**. Each individual privacy area and improvements therein, in the Project is restricted in use to the Co-owner of the Unit which opens into such privacy area as shown on **Exhibit B** hereto.

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Parking Spaces and Driveways**. Each parking space within each parking garage and adjacent drive area (to the extent shown on the Condominium Subdivision Plan as a Limited Common Element) are limited in use to the Unit they service.

(e) **Garage Doors and Garage Door Openers**. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) **Doors and Windows.** Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) **Fireplace Combustion Chambers**. Fireplace combustion chambers shall be limited in use to the Units served thereby.

(h) **Sidewalks**. Sidewalks connecting the Limited Common Element driveways to the Limited Common Element front porch, shall be limited in use to the Co-owner of the Unit serviced thereby.

(i) **Interior Surfaces.** The unfinished drywall of the exterior perimeter framed walls and top floor ceilings (not including its painted surfaces), floor joists and subfloor attached thereto, interior framed walls and the unfinished drywall attached thereto, and electrical, plumbing and mechanical systems contained within exterior and interior walls of Unit and appurtenant garage and basement perimeter walls, contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit; provided, however, that utilities benefitting another Unit or Units may be located within walls and/or ceilings.

(j) **Yard Area for Unit 9**. The yard area surrounding Unit 9, as shown on **Exhibit B** hereto, is limited in use to the Co-owner of Unit 9.

Section 3. **Responsibilities**. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Front Porches.** The responsibility for and costs of maintenance, repair and replacement of each front porch described in Article IV, Section 2(a) above shall be borne by the Association.

(b) **Privacy Areas.** The responsibility for and costs of maintenance, repair and replacement of each privacy area described in Article IV, Section 2(b) and the contents and attachments thereon, shall be borne by the Co-owner of the Unit which is serviced thereby. The Developer's standard balcony will be located within the "Privacy Area" of Units with view out and walkout basements. Additionally, Co-owners may be permitted (but shall not be entitled), upon specific written approval of the Developer and, after expiration of the Construction and Sales Period, the Association, to construct patios, screen porches, decks, landscaping and similar improvements within the areas defined on **Exhibit B** hereto as "Privacy Area". The precise number, size and type of construction of such improvements shall be approved in writing prior to construction by the Developer and after expiration of the Construction and Sales Period, the Association. Co-owners are also obligated to obtain from the Township of Pittsfield any permits that may be necessary prior to undertaking any proposed improvements. So long as such approved improvements do not extend beyond the Limited Common Elements, as shown on **Exhibit B** hereto, they need not be precisely depicted on the Condominium Subdivision Plan. Neither the Association nor the Developer shall be obligated to approve any particular proposed installation but may exercise absolute discretion in approving or disapproving the same.

(c) **Air Conditioner Compressors**. The responsibility for and costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Parking Spaces and Driveways.** The responsibility for and cost of maintenance, repair and replacement of each garage parking space described in

Article IV, Section 2(d) above, shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant. The Association shall be responsible for the maintenance, repair, replacement and for concrete and snow removal with respect to all driveways.

(e) **Garage Doors and Garage Door Openers**. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association. The costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

(f) **Doors and Windows**. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period). The repair replacement and maintenance (except in cases of Co-owner fault) of window frames and exterior doors and frames shall be borne by the Association.

(g) **Fireplace Combustion Chambers**. The maintenance, repair and replacement of the fireplace combustion chambers referred to in Article IV, Section 2(g) and the costs thereof shall be borne by the Co-owner of the Unit serviced thereby.

(h) **Sidewalks**. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks.

(i) **Interior Surfaces**. The responsibility for, and costs of, decoration, finish and maintenance of all surfaces referred to in Article IV, Section 2(i) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant. Responsibility for, and the costs of repair or replacing the interior surfaces and structures referred to in Article VI, Section 2(i) (except in cases of Co-owner fault not covered by Association insurance) shall be borne by the Association.

(j) **Utility Costs**. All costs of electricity, natural gas, water supply and sanitation flowing through the meters described in Article IV, Sections 1(b), (d), (e) and (f) shall be borne by the Co-owner of the Unit serviced by such meters.

(k) **Site Lighting**. The cost of electricity for the exterior lighting fixtures attached either to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same are respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. The cost of electricity for post lights shall be charged directly to the Association. All site lighting fixtures shall be maintained, repaired and replaced by the Association. Light bulbs and replacements thereof for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other exterior light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the light bulbs to be used in the exterior fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change the exterior light fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. The garage front exterior light fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof.

(l) __Other__. The responsibility for and costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above, shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 4. __Changes to Certain General Common Elements.__

(a) During the Construction and Sales Period, the Association shall not, without both the prior written approval of the Developer and 66-2/3% of the Co-owners, alter the appearance of the entry sign, site lighting, including site lighting attached to a Unit, and landscaping, excluding landscaping that extends fifteen (15) feet from the perimeter of the Units. Subsequent to the Construction and Sales Period, the items listed in the preceding sentence shall be maintained, repaired and replaced as provided elsewhere in the Master Deed and Bylaws.

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

Section 5. __Unit 9__. The Co-owner of Unit 9 shall be exempt from the obligation to pay Association Assessments associated with the General and Limited Common Elements and, in turn, the Owner of Unit 9 shall not have access to the General Common Elements. The Co-owner of Unit 9, however, shall not be relieved of its obligation to pay any other assessments that might accrue directly to the Co-owner of Unit 9 under any of the provisions in the Master Deed or Bylaws. Notwithstanding the foregoing, any services the Association provides to the other Co-owners in the Condominium may be contracted with the Association by the Co-owner of Unit 9 in which event the cost therefor shall be due and payable with the next regular assessment falling due; further, a lien for non-payment of the cost for these services shall attach as in all cases of regular assessments and the payment of such amounts may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. The Owner of Unit 9 shall also be obligated for maintaining the Limited Common Element yard area assigned to it, the detention basin that services Unit 9, and all improvements located in the Unit and its Limited Common Element yard area, including without limitation the lawn irrigation system servicing Unit 9.

Section 6. __Utilities.__ Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 7. __Use of Units and Common Elements.__ No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units**. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of Gallery Pointe prepared by Midwestern Consulting L.L.C. and attached hereto as **Exhibit B**, all as shown on the floor plans and sections in **Exhibit B** and delineated with heavy outlines. The architectural plans and specifications are on file with the Township of Pittsfield. Each Unit shall include: (a) when applicable, with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (b) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor," except that Unit 9 shall also consist of the area contained within the Unit boundaries as shown on **Exhibit B** hereto and delineated with heavy outlines.

Section 2. **Percentage of Value**. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner vote at meetings of the Association of Co-owners. The total of the percentages of value assigned to all Units in the Project is 100%.

ARTICLE VI

Section 1. **Area of Future Development**. The Condominium Project established pursuant to this Master Deed and consisting of nine (9) Units is intended to be the first stage of an "Expandable Condominium" under the Act to contain in its entirety a maximum of 70 Units. The land, or any portion or portions thereof, that may be added to and incorporated in the Project is described as follows:

Commencing at the Northeast corner of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records; and the POINT OF BEGINNING;

thence along said West line S 01°01'24" W 888.74 feet to the South line of Lot 1, "Rolling Hill" Condominium;
thence S 88°58'36" E 290.00 feet along said South line of Lot 1 to the Westerly Right of Way of Wapiti Way (66 feet wide);
thence along said Right of Way S 01°01'24" W 2.84 feet;
thence continuing along said Right of Way 27.24 feet along an arc of a curve concave Easterly, said curve having a radius of 202.86 feet, a central angle of 07°41'39", and a chord of 27.22 feet bearing S 02°49'23" E;

thence N 88°58'36" W 291.83 feet to the said West line of "Rolling Hills" Condominium;
thence S 01°01'24" W 409.07 feet along said West line to the centerline of Michigan Avenue (US-12, Variable Width);
thence along said centerline S 62°41'07" W 666.25 feet;
thence N 01°01'24" E 615.36 feet;
thence N 89°37'16" W 255.01 feet;
thence N 01°01'24" E 1024.95 feet to the North line of said Section 32;
thence S 89°39'58" E 627.00 feet along said North line to the North ¼ corner of Section 32, Town 3 South, Range 6 East;
thence continuing along said North line S 88°43'48 E 214.45 feet to the POINT OF BEGINNING, being part of the North ½ of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, and containing 26.20 acres of land, more or less, subject to the rights of the public over the Southerly 50.00 feet as occupied by Michigan Avenue (US-12).

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 6.90 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18"53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N 89°39'58" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;
thence S 64°05'47" W 86.67 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;

thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium; thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of land, more or less. Being subject to easements and restrictions of record.

Further excepting from the above description that portion described in Article II above as it may from time to time be amended ("Proposed Future Expansion Area").

Section 2. **Increase in Number of Units.** Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of Units thereon. The location, nature, appearance and design of all such additional Units shall be determined by the Developer in its sole discretion subject only to approval by the Township of Pittsfield. No Unit shall be created within the Proposed Future Expansion Area that is not restricted exclusively to residential use.

Section 3. **Expansion Not Mandatory.** Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said Proposed Future Expansion Area as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Proposed Future Expansion Area described in this Article VII, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONVERTIBLE AREA

Section 1. Designation of Convertible Areas. All Units and Common Elements are hereby designated as ***"Convertible Areas"***.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right, in Developer's sole discretion, from time to time, during a period ending six (6) years from the date of recording this Master Deed, to enlarge, extend, diminish, establish easements, over and/or relocate Units and/or Common Elements, and to construct private or common amenities on all or any portion or portions of the Convertible Areas. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and/or amenities or easements which may be constructed, designated and/or established shall be determined by Developer in its sole judgment or by any other person to whom it specifically assigns the right to make such determinations, subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

ARTICLE VIII

OPERATIVE PROVISIONS

Any expansion or conversion in the Project pursuant to Article VI and Article VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or conversion of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the land described in Article VI above. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Article VI and to provide access to any Unit that is located on, or planned for the land described in Article VI from the driveways, roadways and sidewalks located in the Project.

Section 3. **Right to Modify Floor Plans**. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. **Consolidating Master Deed**. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede this previously recorded Master Deed and all amendments hereto.

Section 5. **Consent of Interested Persons**. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

EASEMENTS

Section 1. **Easement for Maintenance of Encroachments and Utilities**. There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium. 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, buildings, improvements and walls (including interior Unit walls and floors) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements. (i) Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI. In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between such roads and any portion of the land described in Article VI by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer damages any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such damaged areas to substantially their condition existing immediately prior to such damage. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

(ii) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Gallery Pointe, shown as General Common Elements on **Exhibit B**. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to **Exhibit B** hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Utility Easements. (i) Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

(ii) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to **Exhibit B** hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. **Easements for Maintenance, Repair and Replacement**. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents, or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. **Telecommunications Agreements**.

(a) Both the Developer and the Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively ***"Telecommunications"***) to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

(b) The Developer may establish cable and/or satellite service, provide fiber optic service or other form of communication facility in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment, cable and/or satellite equipment and any other equipment installed by Developer to provide a communication facility ("***Communications Improvements***") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 6. **Emergency Vehicle And Service Vehicle Access Easement and Fire Alarm System Easement.** There shall exist for the benefit of the Township of Pittsfield, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Township or such agencies or authorities. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

ARTICLE X

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. **By Developer.** Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) **Subdivide Units; Consolidate Units; Relocate Units.** Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated may be proportionately allocated to the resultant new Condominium Units if needed in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided, consolidated or modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording this entire Master Deed or the Exhibits hereto.

Section 2. **By Co-owners.** One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment and shall obtain the approval from the Township. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Washtenaw Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation or elimination of boundaries shall bear all costs of such amendment and shall obtain the approval of the Township. Such relocation of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

Section 3. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article.

Section 4. **Township Approval.** All modifications contemplated by this Article X shall be subject to the prior approval of the Township of Pittsfield.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. **Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. **Mortgagee Consent.** Amendments shall require the approval of the first mortgagees of record only in accordance with Section 90a of the Act. The notice required to be mailed to first mortgagees under Section 90a of the Act shall be sent to first mortgagees via certified mail, return receipt requested.

Section 3. **By Developer.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. **Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners and approval of mortgages in accordance with Section 90a of the Act.

Section 6. **Developer Approval.** During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE XII

ASSIGNMENT

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

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GALLERY PARK HOMES, LLC,
a Michigan limited liability company

By: Craig A. Welch
Craig A. Welch, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

On this 5th day of March, 2019, the foregoing Master Deed was acknowledged before me in the County of Washtenaw, State of Michigan, by Craig A. Welch, the Manager of Gallery Park Homes, LLC, a Michigan limited liability company, on behalf of the companies.

LINDA C BATTISON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 10-14-2024
Acting in the County of Washtenaw

Linda C Battison
Notary Public
State of Michigan, County of __________
My Commission Expires: __________
Acting in the County of Washtenaw

Master Deed Drafted by and when recorded return to:
C. Kim Shierk
Williams, Williams, Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

EXHIBIT A

GALLERY POINTE

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Gallery Pointe, a residential Condominium Project located in the Township of Pittsfield, Washtenaw County, 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 laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall operate the Condominium Project in accordance with the Condominium Documents and keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in such Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. **Assessments for Common Elements**. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. **Determination of Assessments**. Assessments shall be determined in accordance with the following provisions:

(a) **Budget**. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Article II, Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for such year shall be established based upon such budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time 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 and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $15,000.00 annually for the entire Condominium Project, with regard only to the Common Elements within the Condominium Project, or (4) in the event of emergencies, then the Board of Directors may either increase the general assessment or levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments**. Special assessments, in addition to those required in Article II, Section 2(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 additions to the Common Elements of a cost exceeding $15,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Article II, Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in Article II, Section 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of no less than 66-2/3% of all Co-owners. The authority to levy assessments pursuant to this subsection (b) is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. **Apportionment of Assessments and Penalty for Default**. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding $50 per installment per month may be added to each installment in default for 5 or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons), including a land contract vendee, shall be and remain personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except that a land contract purchaser from any Co-owner (including Developer) shall be so personally liable and such land contract seller shall not be personally liable for such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director or Officer of the Association.

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

Section 5. **Enforcement.**

(a) **Remedies**. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments, together with all applicable late charges, interest, fines, costs and advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any 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 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 assessments is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each 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 subsection (b) 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.

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

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

Section 6. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to the Unit.

Section 7. **Developer's Responsibility for Assessments.** During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of Completed Units (as defined below) owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, until after such First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Occupied Units (as defined below) owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of such monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. ***"Occupied Unit"*** shall mean a Unit used as a residence. ***"Completed Unit"*** shall mean a Unit with respect to which a final certificate of occupancy has been issued by the Township of Pittsfield or Washtenaw County.

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

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

Section 10. **Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. **Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. **Election of Remedies.** Such election and written consent 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. **Extent of Coverage.** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, 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 right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein. It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to such standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank 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 Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage or, in the event more than one Unit is involved, then the deductible shall be equally shared by the Owners of such Units. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his 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 such 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. __Determination to Reconstruct or Repair.__ If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) __Partial Damage.__ If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Co-owners in number and in value in the Condominium that the Condominium shall be terminated.

(b) __Total Destruction.__ If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. __Repair in Accordance with Plans and Specifications.__ 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. __Co-owner Responsibility for Repair.__

(a) __Definition of Co-owner Responsibility.__ If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with __Article V, Section 3(b)__ hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) __Damage to Unit.__ Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of his 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, or to any fixtures and equipment therein covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with __Article V, Section 4__, subject, however, to the Co-owner's obligation to pay any insurance deductible amount as required by __Article IV, Section 3(e)__ above; provided, however, any and all insurance deductible amounts shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage. If any other items located within a Unit are 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 mortgagee 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 promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium for which they have information.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed, and in Article V, Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

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

(a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

Section 7. **Notification of Holders, Insurers and Guarantors of First Mortgages.** In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 8. **Priority of Mortgagee Interests.** 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 a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

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

Section 2. **Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Article VI, Section 1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in Article VI, Section 2(b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease, the initial term of which is at least 6 months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in Article VI, Section 2(b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease or otherwise agreeing to grant possession of a Condominium Unit to potential lessees or occupants of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-owner or Developer shall also provide the Association of Co-owners with a copy of the executed lease. If no lease is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental compensation payable to a Co-owner or Developer, the due dates of that rental and compensation, and the terms of the proposed arrangement.

(2) Tenants and non-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.

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subsection (iii) may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

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

(ii) Initiate proceedings pursuant to Article VI, Section 2(b)(3)(iii).

Section 3. **<u>Alterations and Modifications</u>.** No Co-owner shall make alterations in exterior appearance or make structural modifications to his 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, without limitation, exterior painting or the erection of lights, antennas, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way disturb or restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Co-owners shall be responsible for the maintenance and repair of any modification or improvements permitted pursuant to this Section 3. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in <u>Article II</u> hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a "Modification Agreement", if requested by the Association, as a condition for approval of such modification and/or improvement.

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers or stereos shall be affixed on or placed adjacent to common walls, (b) all ceiling fans and insulation installed therewith must be of equal or greater quality to that originally installed by the Developer, and (c) any other sound condition measures that may be adopted by the Association from time to time.

Satellite dish and antennae may not be mounted or placed on any General Common Element unless done in compliance with regulations adopted by the Board of Directors. Notwithstanding the foregoing restriction, the following three (3) types and sizes of antennas may be installed in the Unit or on a Limited Common Element area for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antenna. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and must account for safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3 and all rules and regulations regarding installation and placement of antennas, installation may begin immediately. If the installation will not comply, or is in any way not routine in accordance with this Section 3 and the rules and regulations, then the Board of Directors and Co-owner shall meet promptly and within seven (7) days, if possible, after receipt of the notice by the Board of Directors to discuss the installation. This Section is intended to comply with the rules governing antennas adopted by the Federal Communications Commission ("FCC") effective October 14, 1996, as amended, and is subject to review and revision to conform to any changes in the FCC rules.

Pursuant to the terms of the Development Agreement for Gallery Park – Michigan Avenue Site dated November 21, 2019, certain conditions affecting the Project are as follows:

(a) The maximum building height is 30 feet and two stories.
(b) Uses permitted are limited to Dwellings, one-family attached and Dwellings, Two-Family.
(c) No listed R-2 conditional uses are permitted.
(d) Accessory uses to be limited to Geothermal Energy Systems.

Section 4. **Activities.** No unlawful or offensive activity shall be carried on in any 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. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. No flying of drones over the Condominium is permitted.

Section 5. **Pets.** Only domestic pets shall be permitted to be maintained on the Condominium Premises; provided, however, that no more than 2 cats or 2 dogs or combination of one cat and dog, shall be maintained in any Unit. No animals may be kept or bred for any commercial purpose. Such care and restraint shall be exercised so as not to permit such animals to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed or fenced and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the Project, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and proper disposition of all fecal matter deposited by any pet maintained by such Co-owner; the failure to do so shall be subject to immediate fine and/or assessment of costs of clean-up by Association personnel. No pet shall be permitted to be tethered on the Common Elements. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this

Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 6. **Aesthetics.**

(a) 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 provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any privacy area, patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in garages 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. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

(b) Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that: (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element driveways of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. **Vehicles.** No aircraft, racing automobiles, motorcycles or all-terrain vehicles, or fuel or lubricants therefor shall be parked, stored or used in the Condominium. No bicycles, trailers, trucks, boats, boat trailers, snow mobiles, commercial vehicles, campers or other recreational vehicles shall be parked or maintained in the Condominium unless parked in the Limited Common garage appurtenant to that Co-owner's Unit. Automobiles, including sedans, sport utilities, pick-ups, and mini-vans, and motorcycles, used for personal transportation ("passenger vehicles") shall be parked or maintained in the Limited Common garage or driveway appurtenant to that Co-owner's Unit. No abandoned, inoperable or seldom used passenger vehicles shall be parked or maintained on the driveway of any Unit for any extended period of time, it being intended that only vehicles in active use will be parked on driveways or otherwise maintained outside of a private garage. Passenger vehicles belonging to Co-owners and residents of Units shall not be parked in the guest parking spaces of the Condominium, it being intended that these spaces are for the occasional use of overnight guests, daily visitors, and contractors and suppliers providing service to Units. No off-road or all terrain motorcycles, snowmobiles or like vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium.

Section 8. Advertising. No signs or other advertising devices, including without limitation balloons and banners, "For Sale", home security and political campaign signs of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium including, without limitation, architectural control policies. Reasonable regulations consistent with the Act, the Master Deed, and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments shall be furnished or made available to the Co-owners; provided, however, that such rules, regulations and amendments shall be binding on all persons who have an interest in the Project, irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto 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 Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto 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 Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless in compliance with rules and regulations adopted by the board of directors concerning such activity, or, in the absence of such rules and regulations, without the prior written approval of the Association.

Section 12. Common Element Standards. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his 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 any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), by any Co-owner or the Association, except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, by any Co-owner of the Association, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of such plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within two miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

(c) Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium and in Gallery Pointe. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) **Developer's Right to Maintain Signs.** The Developer reserves the right, until the termination of the Project, to maintain a sign on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project. The Developer is obliged to maintain the sign throughout the life of the Project.

Section 15. **Air Conditioners.** No external air conditioning unit shall be placed in or attached to a window of any structure or building. No compressor or other component of an air conditioning system, heat pump or similar system shall be located within fifteen (15) feet of a front building corner; provided, however, that with respect to a newly constructed Unit or a newly installed air conditioning system, heat pump or similar system, there shall be a reasonable opportunity (but in no event more than 120 days) to install landscaping for purposes of screening such air conditioning system, heat pump or similar system before there shall be deemed to be a violation of this provision. To the extent reasonably possible, external components of an air conditioning system, heat pump, or like system shall be located so as to minimize any disruption or negative impact on the other Units in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

Section 16. **Outdoor Lighting.** During the Construction and Sales Period, Developer shall approve the outdoor lighting and thereafter shall be approved by the Association and each shall take into consideration protecting neighboring properties from bright light sources. Subdued lighting which highlights landscape features and architectural elements is permitted, but subject to the Developer's approval as provided above. Lighting shall be unobtrusive, with careful attention given to both high quality lighting fixtures and the effects of the lighting itself. No flood lighting will be permitted. The lighting plan submitted for review shall provide that illumination is directed downward and only bright enough to provide for the safe traverse of steps and paths.

Section 17. **Lawn Ornaments.** No lawn ornaments, sculptures or statutes shall be placed or permitted to remain any where in the Condominium without the prior written approval of the Association.

Section 18. **Swimming Pools.** No swimming pools shall be permitted anywhere in the Condominium. Hot tubs, jacuzzi tubs and children's play pools may be installed either on or under decks and patios. The Association may adopt further restrictions on their use and location.

Section 19. **Basketball Hoops.** Basketball hoops shall not be permitted.

Section 20. **Fences.** No fences, dog runs, kennels or similar pen shall be erected or maintained in the Condominium unless approved by the Association in accordance with rules and regulations adopted by the Board of Directors.

Section 21. **No Temporary Structures.** No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be utilized for residence purposes in the Condominium at any time, either temporarily or permanently except an outbuilding may be built on the Limited Common Element appurtenant to Unit 9. Such outbuilding must (i) be in compliance with and approved by Pittsfield Township; (ii) have exterior architectural design consistent with the home built on Unit 9; and (iii) be approved by the Developer if built during the Construction and Sales Period and, if after, then by the Association.

Section 22. **Department of Veterans Affairs Financing.** To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

(i) encumbered by DVA Financing or,
(ii) owned by the Department of Veterans Affairs.

Section 23. **General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. The Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

ARTICLE VII

MORTGAGES

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

Section 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. In addition, the Association shall give each mortgagee, mortgage insurer and the guarantor of any mortgage on any Unit in the Condominium a timely written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

Section 4. **Notification of Foreclosure.** The mortgagee of a first mortgage on a Unit shall give notice of foreclosure to the Association pursuant to Section 108(9) of the Act.

ARTICLE VIII

VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. In the event of a tie vote, the President of the Association shall be entitled to cast the tie breaking vote.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Article IX, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Article VIII, Section 3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided. The Association shall maintain a certified list of all designated voting representatives listed by Unit numbers. Further, the Association shall produce the list of designated voting representatives at all meetings; post the list during meetings, including posting by electronic means if the meeting is conducted solely by remote communication.

Section 4. **Quorum.** The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote or electronic vote of any person furnished at or prior to any duly called meeting at which meeting such 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. All Co-owners participating by remote communication shall be counted towards quorum.

Section 5. **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Proxies must be in writing signed by the designated voting representative and any written votes and any Co-owners intending to participate remotely must file such vote or intention with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

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

ARTICLE IX

MEETINGS

Section 1. **Place of Meeting**. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. **First Annual Meeting**. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units that may be created in the Project, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. The phrase, ***"Units that may be created"***, as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

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

Section 4. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than one-third of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

Section 7. **Order of Business.** The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) review and approve minutes of preceding meeting; (d) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (e) election of Directors (at annual meeting or special meetings held for such purpose); (f) reports of officers; (g) reports of committees; (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. **Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Article IX, Section 5 for the giving of notice of meetings of members. Such solicitations shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. **Consent of Absentees.** The transactions at any meeting of members, either annual or special however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

Section 11. **Remote Communications.** Co-owners may participate in meetings of members of the Association by telephone conferencing or other remote communication provided that all members present at the meeting are advised of the means of remote communication and the following are met:

(a) the identity of the person communicating remotely can be verified.

(b) measures are in place so that the remote caller is able to participate in and hear the proceedings.

(c) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 12. Electronic Voting. Electronic voting is permitted.

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of one-third of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson of the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. **Number and Qualification of Directors.** The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Article XI, Section 2 hereof. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owners to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-Developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two (2) years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of fifty percent (50%) in number of the Units that may be created, two of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners so that Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Article XI, Section 7 or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Article XI, Section 2(c)(i). Application of this subsection (ii) does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under Article XI, Section 2(c)(ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under Article XI, Section 2(b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in Article XI, Section 2(c)(i).

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

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

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

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

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

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

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the 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 75% of all of the members of the Association qualified to vote.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include 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 Article XI, Sections 3 and 4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Article XI, Section 2(b).

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this Section for removal of Directors generally.

Section 8. **First Meeting**. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. **Regular Meetings**. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone, facsimile, electronic mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of 2 Directors.

Section 11. **Waiver of Notice**. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum**. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum. All Directors participating by remote communication shall be counted towards the quorum.

Section 13. **First Board of Directors**. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. **Fidelity Bonds**. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. **Civil Actions**. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than 60% of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (a) provisions of the Condominium Master Deed and Bylaws and (b) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less that 60% of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

Section 16. Remote Communications. Board of directors may participate in meetings of directors by telephone conferencing or other remote communication provided that all directors present at the meeting are advised of the means of remote communication and the following are met:

(1) the identity of the person communicating remotely can be verified.

(2) measures are in place so that the remote caller is able to participate in and hear the proceedings.

(3) votes or action by means of remote communication are recorded.

If the person participating remotely could have voted at the original meeting, then voting remotely at any adjourned meeting is also possible.

Section 17. Electronic Voting. Electronic voting is permitted.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

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

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. Except if opted out, as permitted by the Act, by a majority of the Co-owners on an annual basis by vote conducted in the manner provided in Article VIII above, the books, records, and financial statements shall be independently audited or reviewed by a certified public accountant, as defined in Section 720 of the Occupational Code, 1980 PA 299, as amended from time to time. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. **Limitation of Liability of Volunteers.** No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for any action taken or any failure to take any action as a volunteer Director or officer except for liability arising from: (a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled; (b) Intentional infliction of harm on the corporation, its shareholders, or members; (c) A violation of section 551 of the Michigan Non-Profit Corporation Act; (d) An intentional criminal act; and, (e) A liability imposed under section 497(a) of the Michigan Non-Profit Corporation Act. If the Michigan Non-Profit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Michigan Non-Profit Corporation Act. No amendment or repeal of this Section 1 shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Section 2. **Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. **Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third or more in number of the Co-owners by instrument in writing signed by them.

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

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90(a) of the Act. No amendment to these Bylaws prior to the expiration of the Construction and Sales Period may be adopted or implemented without the written consent of the Developer.

Section 4. **By Developer.** Prior to the expiration of the Construction and Sales Period, these Bylaws may be unilaterally amended by the Developer without approval from any other person so long as any such amendment does not materially and adversely alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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 Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. **Non-Waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. **Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees, as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. **General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. **Procedures.** Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of such Co-owner at the address as shown in the Notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall notify the Co-owner within ten (10) days of its decision. The Board's decision is final.

(e) **Subsequent Notices.** If a violation exists fourteen (14) days following the prior notice, then an additional notice requesting compliance within fourteen (14) days shall be delivered to the Co-owner in the same manner set forth in sub-paragraph (a) above.

Section 3. **Amounts.** Upon violation of any of the provisions of the Condominium Documents or after occurrence of the same violation within three (3) months of notice of the same violation, the following fines shall be levied:

(a) First Violation. No fine shall be levied.

(b) Second Violation. Fifty Dollars ($50.00) fine.

(c) Third Violation. One Hundred Fifty Dollars ($150.00) fine.

(d) Fourth Violation and Subsequent Violations. Two Hundred Dollars ($200.00) fine.

Section 4. **Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment installment on the first day of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

Section 5. **Developer Exempt From Fines.** The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be limited solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXII

SEVERABILITY

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

WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 96
EXHIBIT B TO THE MASTER DEED OF
GALLERY POINTE
LOCATED IN THE NORTH 1/2 OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN.

LEGAL DESCRIPTION

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 6.90 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18'53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N 89°39'68" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;
thence S 64°05'47" W 86.67 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;
thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium;
thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

The rights of ingress and egress as set forth in instruments recorded in Liber 3378, Page 121, and in Liber 3410, Page 748, Washtenaw County Records.

BEING SUBJECT TO:

Proposed Declaration of Easements and Agreement for Maintenance

Building and use restrictions contained in instrument(s) recorded in Liber 3209, Page 347, Washtenaw County Records, but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

Release of Right of Way for highway purposes to the State of Michigan, as recorded in Liber 273, page 437, Washtenaw County Records.

Release of Right of Way for Drain, to the County of Washtenaw, as recorded in Liber 556, Page 29, and in Liber 556, Page 33, Washtenaw County Records.

Rights of the public and other riparian owners in and to those portions of subject property lying in the waters of Hertler Nissle Drain.

Terms, conditions and provisions of Development Agreement as set forth in Liber 2338, Page 459, Washtenaw County Records.

TOGETHER WITH A 50-FOOT WIDE EASEMENT FOR INGRESS, EGRESS & PUBLIC UTILITIES, DESCRIBED AS FOLLOWS:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 881.55 feet along said West line of "Rolling Hills" Condominium to the POINT OF BEGINNING;

thence continuing S 01°01'24" W 50.00 feet along said line and it's extension thereof;
thence N 88°58'36" W 101.50 feet;
thence S 01°01'24" W 85.73 feet;
thence Southwesterly 134.53 feet along the arc of a circular curve to the right, radius 125.00 feet, central angle 61°39'43", long chord S 31°51'15" W 128.13 feet;
thence S 62°41'07" W 95.31 feet;
thence S 27°18'53" E 105.83 feet;
thence S 62°41'07" W 50.00 feet along the proposed Northerly right-of-way line of Michigan Avenue (U.S. 12) (variable width);
thence N 27°18'53" W 105.83 feet;
thence S 62°41'07" W 264.01 feet;
thence N 27°18'53" W 50.00 feet;
thence N 62°41'07" E 125.00 feet;
thence N 27°18'53" W 76.29 feet;
thence Northwesterly 31.16 feet along the arc of a circular curve to the right, radius 63.00 feet; central angle 28°20'17", long chord N 13°08'45" W 30.84 feet;
thence N 01°01'24" E 131.89 feet;
thence Northwesterly 35.25 feet along the arc of a circular curve to the left, radius 75.00 feet, central angle 26°55'37", long chord N 12°28'25" W 34.92 feet;
thence N 25°54'13" W 193.34 feet;
thence N 64°05'47" E 86.67 feet;
thence N 56°30'06" E 75.66 feet;
thence N 64°05'47" E 103.32 feet;
thence N 71°41'27" E 109.71 feet;
thence N 64°05'47" E 239.57 feet;
thence S 25°55'30" E 50.00 feet;
thence S 64°05'47" W 141.09 feet;
thence S 25°54'13" E 43.78 feet;
thence Southeasterly 58.75 feet along the arc of a circular curve to the right, radius 125.00 feet, central angle 26°55'37", long chord S 12°25'25" E 58.21 feet;
thence S 01°01'24" W 168.21 feet;
thence S 88°58'36" E 101.50 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 881.55 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 135.73 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 234.32 feet;
thence N 27°18'53" W 76.29 feet;
thence Northerly 6.43 feet along the arc of a circular curve to the right, radius 13.00 feet, central angle 28°20'17", long chord N 13°08'45" W 6.36 feet;
thence N 01°01'24" E 131.89 feet;
thence Northwesterly 58.75 feet along the arc of a circular curve to the left, radius 125.00 feet, central angle 26°55'37", long chord N 12°26'25" W 58.21 feet;
thence N 25°54'13" W 143.34 feet;
thence N 64°05'47" E 39.99 feet;
thence N 56°30'06" E 75.66 feet;
thence N 64°05'47" E 96.68 feet;
thence N 71°41'27" E 109.71 feet;
thence N 64°05'47" E 51.81 feet;
thence S 25°54'13" E 43.78 feet;
thence Southeasterly 35.25 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 26°55'37", long chord S 12°25'25" E 34.92 feet;
thence S 01°01'24" W 168.21 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Being subject to easements and restrictions of record, if any.

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DEVELOPER
GALLERY PARK HOMES LLC
135 KEVELING DRIVE
SALINE, MICHIGAN 48176

SURVEYOR
MIDWESTERN CONSULTING, LLC
3815 PLAZA DRIVE
ANN ARBOR, MI 48108

SHEET INDEX

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE
EXHIBIT 'B' TO THE MASTER DEED
COVER SHEET

JOB No. 13102
SHEET 1 OF 20

1

PROPOSED FUTURE DEVELOPMENT

Commencing at the Northeast corner of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records; and the POINT OF BEGINNING;

thence along said West line S 01°01'24" W 888.74 feet to the South line of Lot 1, "Rolling Hill" Condominium;
thence S 88°58'36" E 290.00 feet along said South line of Lot 1 to the Westerly Right of Way of Wapiti Way (66 feet wide);
thence along said Right of Way S 01°01'24" W 2.84 feet;
thence continuing along said Right of Way 27.24 feet along an arc of a curve concave Easterly, said curve having a radius of 202.86 feet, a central angle of 07°41'39", and a chord of 27.22 feet bearing S 02°49'23" E;
thence N 88°58'36" W 291.83 feet to the said West line of "Rolling Hills" Condominium;
thence S 01°01'24" W 409.07 feet along said West line to the centerline of Michigan Avenue (US-12, Variable Width);
thence along said centerline S 62°41'07" W 666.25 feet;
thence N 01°01'24" E 615.36 feet;
thence N 89°37'16" W 255.01 feet;
thence N 01°01'24" E 1024.95 feet to the North line of said Section 32;
thence S 89°39'58" E 627.00 feet along said North line to the North ¼ corner of Section 32, Town 3 South, Range 6 East;
thence continuing along said North line S 88°43'48 E 214.45 feet to the POINT OF BEGINNING, being part of the North ½ of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, and containing 26.20 acres of land, more or less, subject to the rights of the public over the Southerly 50.00 feet as occupied by Michigan Avenue (US-12).

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24' W 6.90 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18'53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N 89°39'58" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;
thence S 64°05'47" W 86.87 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;
thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium;
thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of land, more or less. Being subject to easements and restrictions of record, if any.

LEGAL DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR WATER MAIN
LOCATED IN THE N 1/2 OF SECTION 32, T3S, R6E,
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1157.39 feet along said West line of "Rolling Hills" Condominium and its extension thereof; thence S 62°41'07" W 268.12 feet along the Northerly line of Michigan Avenue (U.S. 12) (variable width) to the POINT OF BEGINNING;

thence continuing S 62°41'07" W 20.00 feet along said line;
thence N 27°07'23" W 13.18 feet;
thence N 04°37'23" W 30.89 feet;
thence N 27°18'53" W 103.15 feet to Point "A";
thence S 62°41'07" W 282.01 feet;
thence N 27°18'53" W 20.00 feet;
thence N 62°41'07" E 132.00 feet;
thence N 27°18'53" W 70.32 feet;
thence Northwesterly 29.68 feet along the arc of a circular curve to the right, radius 60.00 feet, central angle 28°20'17", long chord N 13°08'45" W 29.37 feet;
thence N 01°01'24" E 135.16 feet;
thence Northwesterly 30.55 feet along the arc of a circular curve to the left, radius 65.00 feet, central angle 26°55'37", long chord N 12°26'25" W 30.27 feet;
thence N 25°54'13" W 146.57 feet;
thence S 64°05'47" W 6.74 feet;
thence N 25°54'13" W 20.00 feet;
thence N 64°05'47" E 6.74 feet;
thence N 25°54'13" W 10.11 feet;
thence N 19°02'49" E 39.42 feet;
thence N 64°05'47" E 67.42 feet;
thence N 56°30'06" E 76.97 feet;
thence N 65°25'03" E 104.88 feet;
thence N 71°41'27" E 36.23 feet;
thence N 59°45'41" E 9.68 feet;
thence N 71°41'27" E 22.86 feet;
thence N 83°28'40" E 9.79 feet;
thence N 71°41'27" E 29.71 feet;
thence N 64°05'47" E 253.99 feet;
thence S 25°54'13" E 20.00 feet;
thence S 64°05'47" W 188.24 feet;
thence S 25°54'13" E 67.96 feet;
thence Southeasterly 51.70 feet along the arc of a circular curve to the right, radius 110.00 feet, central angle 26°55'37", long chord S 12°26'25" E 51.22 feet;
thence S 01°01'24" W 181.73 feet;
thence S 89°20'27" E 138.50 feet;
thence S 88°58'36" E 290.00 feet;
thence S 01°01'24" W 2.84 feet;
thence Southerly 15.03 feet along the arc of a circular curve to the left, radius 202.86 feet, central angle 04°14'38", long chord S 01°05'52" E 15.02 feet;
thence N 89°22'52" W 378.47 feet;
thence S 01°01'24" W 25.88 feet;
thence N 88°58'36" W 50.60 feet;
thence S 01°01'24" W 81.65 feet;
thence Southwesterly 91.48 feet along the arc of a circular curve to the right, radius 85.00 feet, central angle 61°39'43", S 31°51'15" W 87.13 feet;
thence S 62°41'07" W 92.48 feet;
thence S 66°49'01" W 23.53 feet;
thence S 57°10'53" W 10.27 feet;
thence S 27°18'53" E 36.60 feet;
thence N 62°41'07" E 41.54 feet;
thence S 27°18'53" E 20.00 feet;
thence S 62°41'07" W 41.54 feet;
thence S 27°18'53" E 51.28 feet;
thence S 04°37'23" E 30.92 feet;
thence S 27°07'23" E 9.14 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:
Commencing at said POINT "A", thence N 02°56'06" E 23.15 feet to the POINT OF BEGINNING;

thence S 62°41'07" W 141.67 feet;
thence N 27°18'53" W 70.32 feet;
thence Northwesterly 19.78 feet along the arc of a circular curve to the right, radius 40.00 feet, central angle 28°20'17", long chord N 13°08'45" W 19.58 feet;
thence N 01°01'24" E 135.16 feet;
thence Northwesterly 39.95 feet along the arc of a circular curve to the left, radius 85.00 feet, central angle 26°55'37", long chord N 12°26'25" W 39.58 feet;
thence N 25°54'13" W 168.41 feet;
thence N 19°02'49" E 22.85 feet;
thence N 64°05'47" E 60.46 feet;
thence N 56°30'06" E 76.74 feet;
thence N 65°25'03" E 102.22 feet;
thence N 71°41'27" E 37.22 feet;
thence N 59°45'41" E 9.68 feet;
thence N 71°41'27" E 18.71 feet;
thence N 83°28'40" E 9.79 feet;
thence N 71°41'27" E 33.11 feet;
thence N 64°05'47" E 47.08 feet;
thence S 25°54'13" E 67.98 feet;
thence Southeasterly 42.30 feet along the arc of a circular curve to the right, radius 90.00 feet, central angle 26°55'37", S 12°26'25" E 41.91 feet;
thence S 01°01'24" W 308.91 feet;
thence Southwesterly 69.95 feet along the arc of a circular curve to the right, radius 65.00 feet, central angle 61°39'43', long chord S 31°51'15" W 66.63 feet;
thence S 62°41'07" W 91.76 feet;
thence S 66°49'01" W 24.50 feet;
thence S 57°10'53" W 18.40 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Being subject to easements and restrictions of record, if any.

LEGAL DESCRIPTION OF A VARIABLE WIDTH EASEMENT FOR SANITARY SEWER
LOCATED IN THE N 1/2 OF SECTION 32, T3S, R6E,
PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 874.16 feet along said West line of "Rolling Hills" Condominium to the POINT OF BEGINNING;

thence continuing S 01°01'24" W 14.58 feet along said line;
thence S 88°58'36" E 256.28 feet;
thence S 12°36'57" E 30.87 feet;
thence N 88°58'36" W 263.56 feet;
thence S 01°01'24" W 18.37 feet;
thence N 88°58'36" W 97.14 feet;
thence S 02°21'12" W 91.96 feet;
thence S 28°19'33" W 110.53 feet;
thence S 62°25'57" W 100.20 feet;
thence S 27°23'18" E 142.65 feet;
thence S 62°23'16" W 474.34 feet;
thence N 01°01'24" E 53.55 feet;
thence N 62°23'16" E 394.86 feet;
thence N 27°23'18" W 98.65 feet;
thence S 62°19'40" W 115.06 feet;
thence N 30°06'22" W 6.01 feet;
thence S 62°57'47" W 150.91 feet;
thence N 27°02'13" W 36.00 feet;
thence N 62°57'47" E 119.46 feet;
thence N 26°47'56" W 102.06 feet;
thence N 00°10'34" E 178.19 feet;
thence N 24°19'29" W 118.53 feet;
thence N 65°40'31" E 37.00 feet;
thence S 24°19'29" E 153.09 feet;
thence S 00°10'34" W 139.55 feet;
thence S 26°47'56" E 93.91 feet;
thence N 62°19'40" E 115.41 feet;
thence N 26°54'11" W 3.00 feet;
thence N 62°25'57" E 124.45 feet;
thence N 28°19'33" E 77.57 feet;
thence N 02°21'12" E 104.32 feet;
thence N 01°36'52" E 220.46 feet;
thence N 25°39'24" W 68.04 feet;
thence S 67°34'21" W 197.95 feet;
thence N 22°25'39" W 2.89 feet;
thence S 62°01'32" W 226.88 feet;
thence N 27°58'28" W 35.00 feet;
thence N 62°01'32" E 230.28 feet;
thence N 22°25'39" W 2.94 feet;
thence N 67°34'21" E 214.97 feet;
thence S 24°31'31" E 4.51 feet;
thence N 64°36'50" E 161.08 feet;
thence S 25°23'10" E 32.00 feet;
thence S 64°36'50" W 132.15 feet;
thence S 25°39'24" E 83.01 feet;
thence S 01°36'52" W 185.44 feet;
thence S 88°57'19" E 96.15 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan. Being subject to easements and restrictions of record, if any.

STATE OF MICHIGAN
PATRICK L. HASTINGS
PROFESSIONAL SURVEYOR
No. 37277
LICENSED PROFESSIONAL SURVEYOR

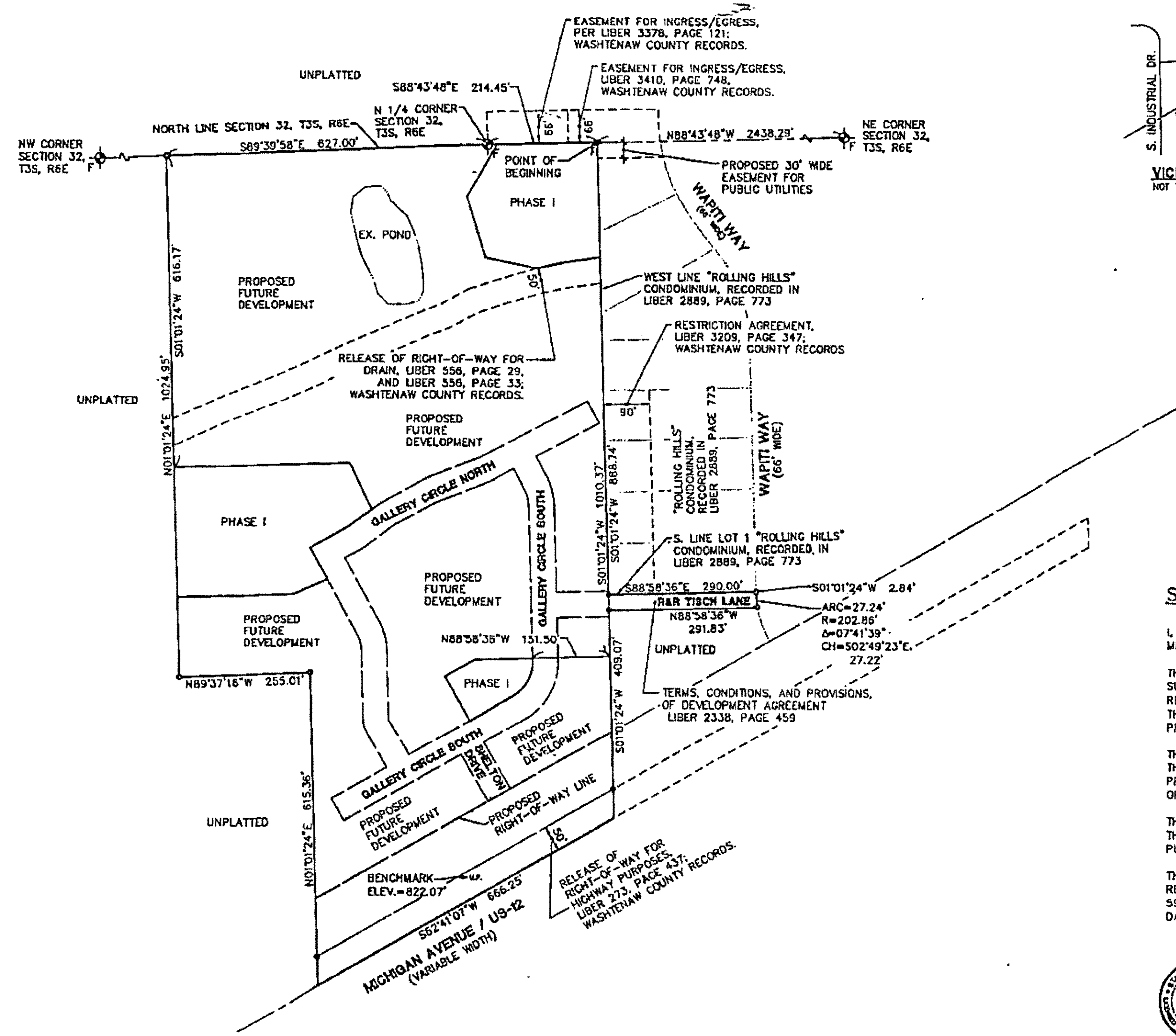
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20

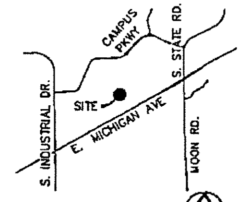
MIDWESTERN CONSULTING

GALLERY POINTE
EXHIBIT 'B' TO THE MASTER DEED
COVER SHEET

2

JOB No. 13102
DATE: 2/28/20
SHEET 2 OF 38





VICINITY SKETCH
NOT TO SCALE

SCALE: 1" = 100'

BENCHMARK:

1. TOP OF BRASS DISC ALONG THE NORTHERLY RIGHT-OF-WAY OF MICHIGAN AVE. 48'± NORTHWEST OF CENTERLINE MICHIGAN AVENUE & 4'± WEST OF UTILITY POLE. ELEVATION: 822.07 (NAVD 88).

NOTES:

1. PROPOSED FUTURE DEVELOPMENT NEED NOT BE BUILT.

2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 26161C0415E, EFFECTIVE DATE APRIL 3, 2012, PHASE I AND PROPOSED FUTURE DEVELOPMENT DO NOT LIE IN A 100-YEAR FLOOD PLAIN.

SURVEYORS CERTIFICATE

I, PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 164 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION. THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND BY MARCH 1, 2021 AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
DATE: FEBRUARY 28, 2020

PREPARED BY:
MIDWESTERN CONSULTING, L.L.C.
3815 PLAZA DRIVE
ANN ARBOR, MICHIGAN 48108

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE

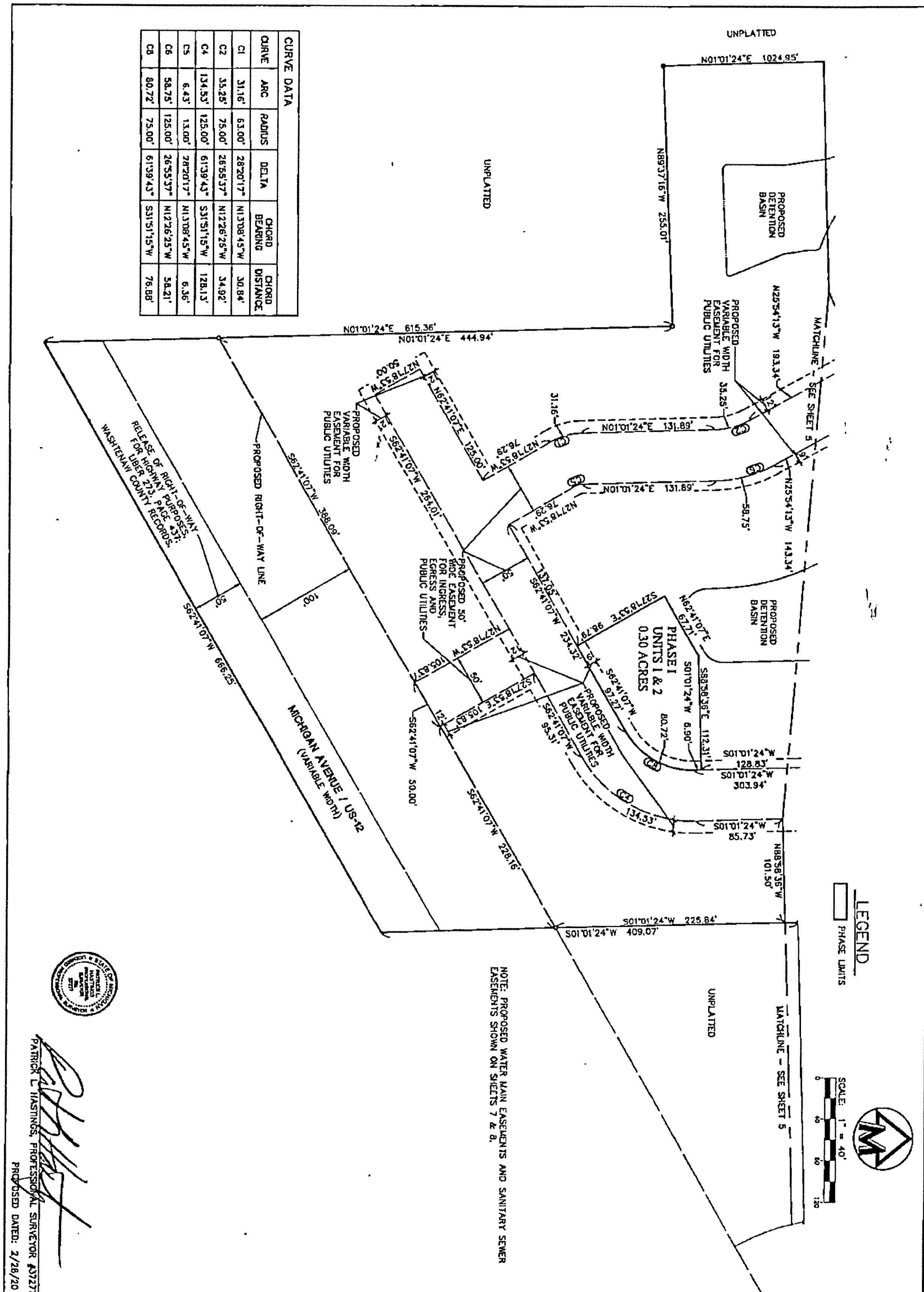
EXHIBIT "B" TO THE MASTER DEED

COMPOSITE SURVEY PLAN

3

JOB No. 13102

DATE: 2/28/20
SHEET 3 OF 20



CURVE DATA

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.16'	63.00'	28°20'17"	N13°08'45"W	30.84'
C2	35.25'	75.00'	26°55'37"	N12°26'25"W	34.92'
C4	134.53'	125.00'	61°39'43"	S31°51'15"W	128.13'
C5	6.43'	13.00'	28°20'17"	N13°08'45"W	6.36'
C6	58.75'	125.00'	26°55'37"	N12°26'25"W	58.21'
C8	80.72'	75.00'	61°39'43"	S31°51'15"W	76.88'

JOB No. 13102

SHEET 4 OF 20

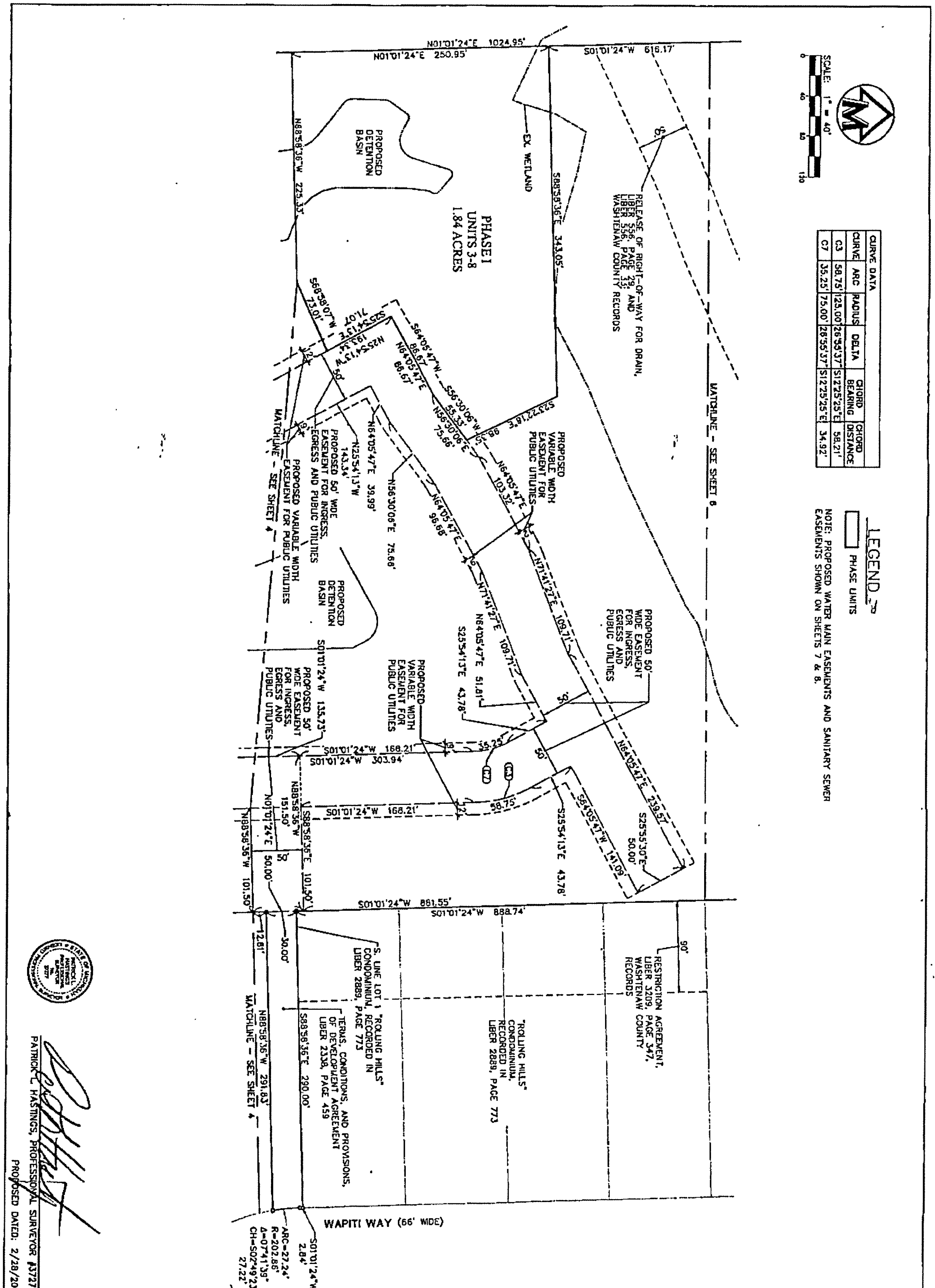
4

GALLERY POINTE

EXHIBIT 'B' TO THE MASTER DEED

SURVEY PLAN – UNITS 1 & 2

MIDWESTERN CONSULTING



JOB No. 13102

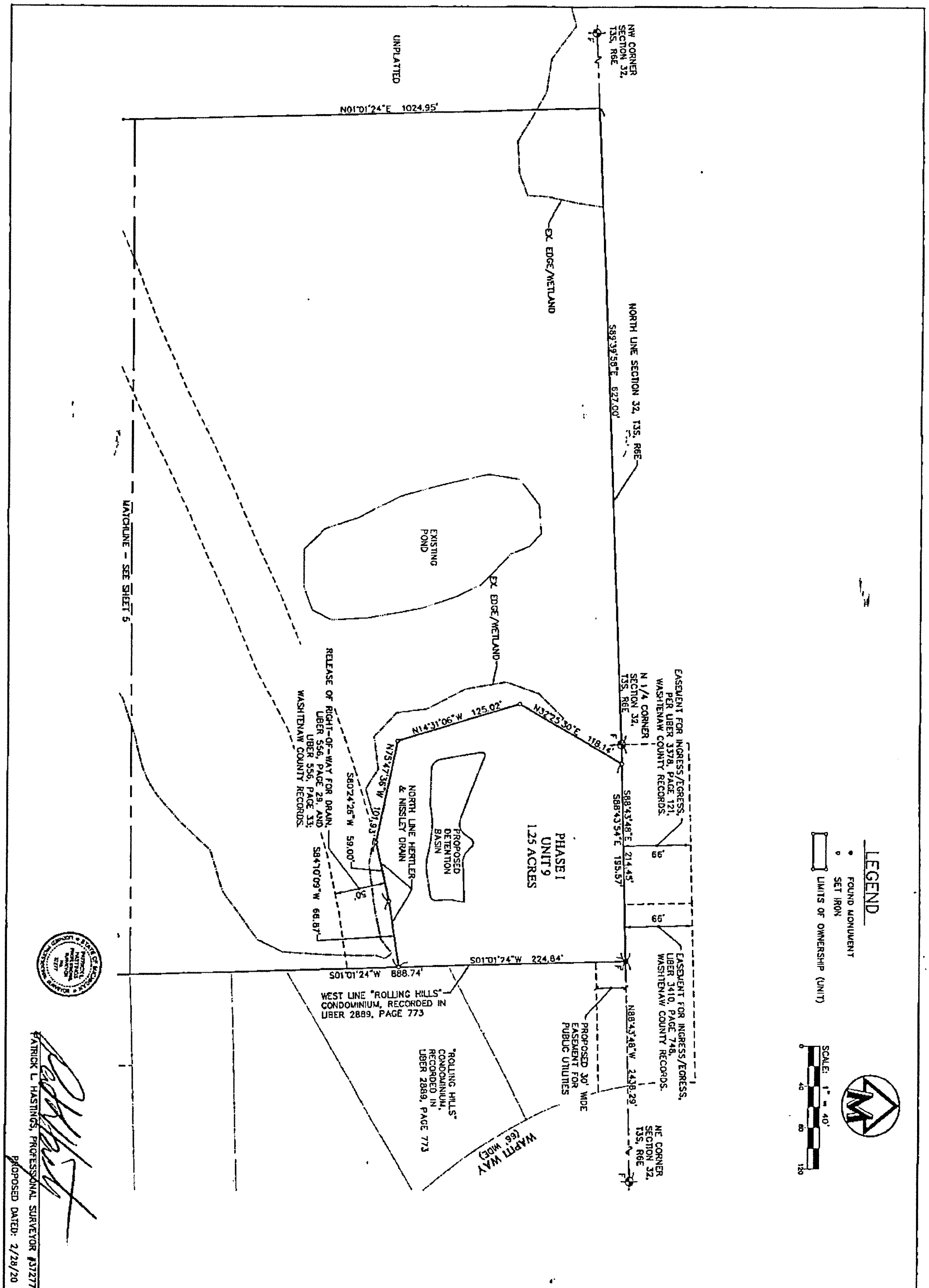
5

GALLERY POINTE

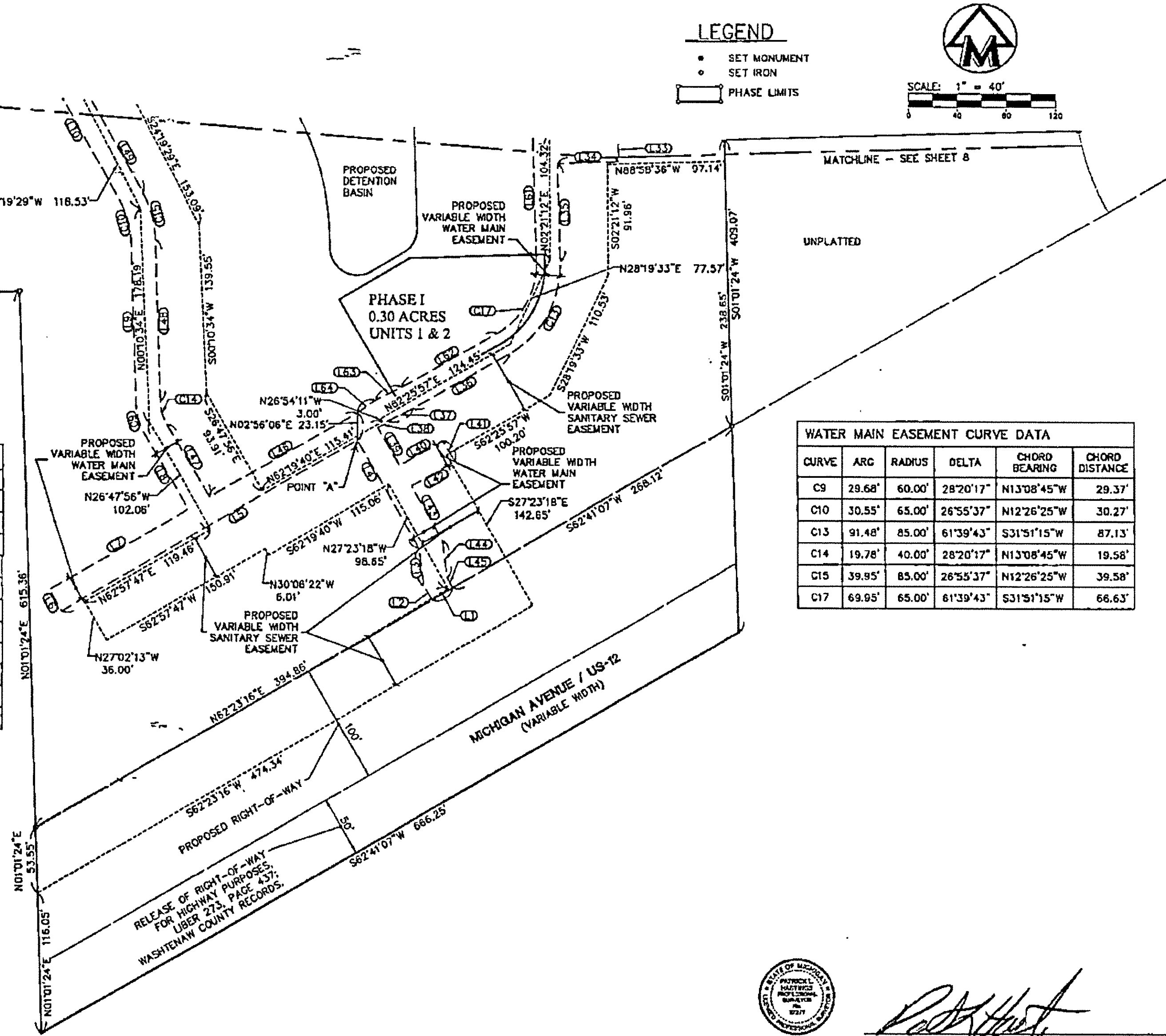
EXHIBIT 'B' TO THE MASTER DEED

SURVEY PLAN - UNITS 3 - 8

MIDWESTERN CONSULTING



JOB No. 13102	DATE 2/28/20 SHEET 9 OF 20	9	GALLERY POINTE EXHIBIT 'B' TO THE MASTER DEED SURVEY PLAN – UNIT 9	MIDWESTERN CONSULTING



LINE TABLE

LINE	BEARING	DISTANCE
L1	S62°41'07"W	20.00'
L2	N27°07'23"W	13.18'
L3	N04°37'23"W	30.89'
L4	N27°18'53"W	103.15'
L5	S62°41'07"W	282.01'
L6	N27°18'53"W	20.00'
L7	N62°41'07"E	132.00'
L8	N27°18'53"W	70.32'
L9	N01°01'24"E	135.16'
L10	N25°54'13"W	146.57'
L33	S01°01'24"W	25.88'
L34	N88°58'36"W	50.60'
L35	S01°01'24"W	81.65'
L36	S62°41'07"W	92.48'
L37	S66°49'01"W	23.53'
L38	S57°10'53"W	10.27'
L39	S27°18'53"E	36.60'
L40	N62°41'07"E	41.54'
L41	S27°18'53"E	20.00'
L42	S62°41'07"W	41.54'

LINE TABLE

LINE	BEARING	DISTANCE
L43	S27°18'53"E	51.28'
L44	S04°37'23"E	30.92'
L45	S27°07'23"E	9.14'
L46	S62°41'07"W	141.67'
L47	N27°18'53"W	70.32'
L48	N01°01'24"E	135.16'
L49	N25°54'13"W	168.41'
L61	S01°01'24"W	308.91'
L62	S62°41'07"W	91.76'
L63	S66°49'01"W	24.50'
L64	S57°10'53"W	18.40'

WATER MAIN EASEMENT CURVE DATA

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C9	29.68'	60.00'	28°20'17"	N13°08'45"W	29.37'
C10	30.55'	65.00'	26°55'37"	N12°26'25"W	30.27'
C13	91.48'	85.00'	61°39'43"	S31°51'15"W	87.13'
C14	19.78'	40.00'	28°20'17"	N13°08'45"W	19.58'
C15	39.95'	85.00'	26°55'37"	N12°26'25"W	39.58'
C17	69.95'	65.00'	61°39'43"	S31°51'15"W	66.63'

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277

PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE

EXHIBIT 'B' TO THE MASTER DEED

EASEMENT PLAN – UNITS 1 & 2

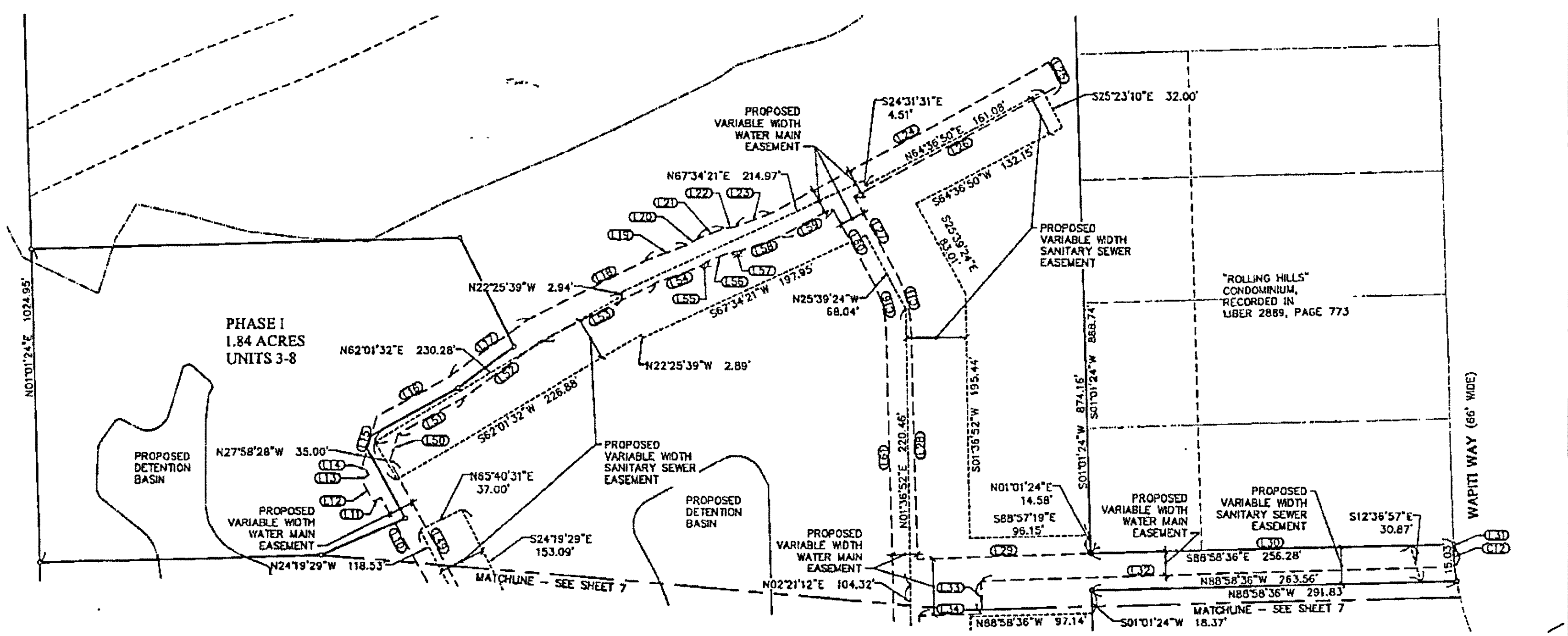
7

JOB No. 13102

CURVE DATA					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C3	58.75'	125.00'	26°55'37"	S12°25'25"E	58.21'
C7	35.25'	75.00'	26°55'37"	S12°25'25"E	34.92'

LEGEND

- SET MONUMENT
- SET IRON
- PHASE LIMITS



LINE TABLE		
LINE	BEARING	DISTANCE
L10	N25°54'13"W	146.57'
L11	S64°05'47"W	6.74'
L12	N25°54'13"W	20.00'
L13	N64°05'47"E	6.74'
L14	N25°54'13"W	10.11'
L15	N19°02'49"E	39.42'
L16	N64°05'47"E	67.42'
L17	N56°30'06"E	76.97'
L18	N65°25'03"E	104.88'
L19	N71°41'27"E	36.23'
L20	N59°45'41"E	9.68'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N71°41'27"E	22.86'
L22	N83°28'40"E	9.79'
L23	N71°41'27"E	29.71'
L24	N64°05'47"E	253.99'
L25	S25°54'13"E	20.00'
L26	S64°05'47"W	188.24'
L27	S25°54'13"E	67.96'
L28	S01°01'24"W	181.73'
L29	S89°20'27"E	138.50'
L30	S88°58'36"E	290.00'
L31	S01°01'24"W	2.84'

LINE TABLE		
LINE	BEARING	DISTANCE
L32	N89°22'52"W	578.47'
L33	S01°01'24"W	25.88'
L34	N88°58'36"W	50.60'
L49	N25°54'13"W	168.41'
L50	N19°02'49"E	22.85'
L51	N64°05'47"E	60.46'
L52	N56°30'06"E	76.74'
L53	N65°25'03"E	102.22'
L54	N71°41'27"E	37.22'
L55	N59°45'41"E	9.68'
L56	N71°41'27"E	18.71'

LINE TABLE		
LINE	BEARING	DISTANCE
L57	N83°28'40"E	9.79'
L58	N71°41'27"E	33.11'
L59	N64°05'47"E	47.08'
L60	S25°54'13"E	67.96'
L61	S01°01'24"W	308.91'

WATER MAIN EASEMENT CURVE DATA					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C11	51.70'	110.00'	26°55'37"	S12°26'25"E	51.22'
C12	15.03'	202.86'	4°14'38"	S01°05'52"E	15.02'
C16	42.30'	90.00'	26°55'37"	S12°26'25"E	41.91'

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277

PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

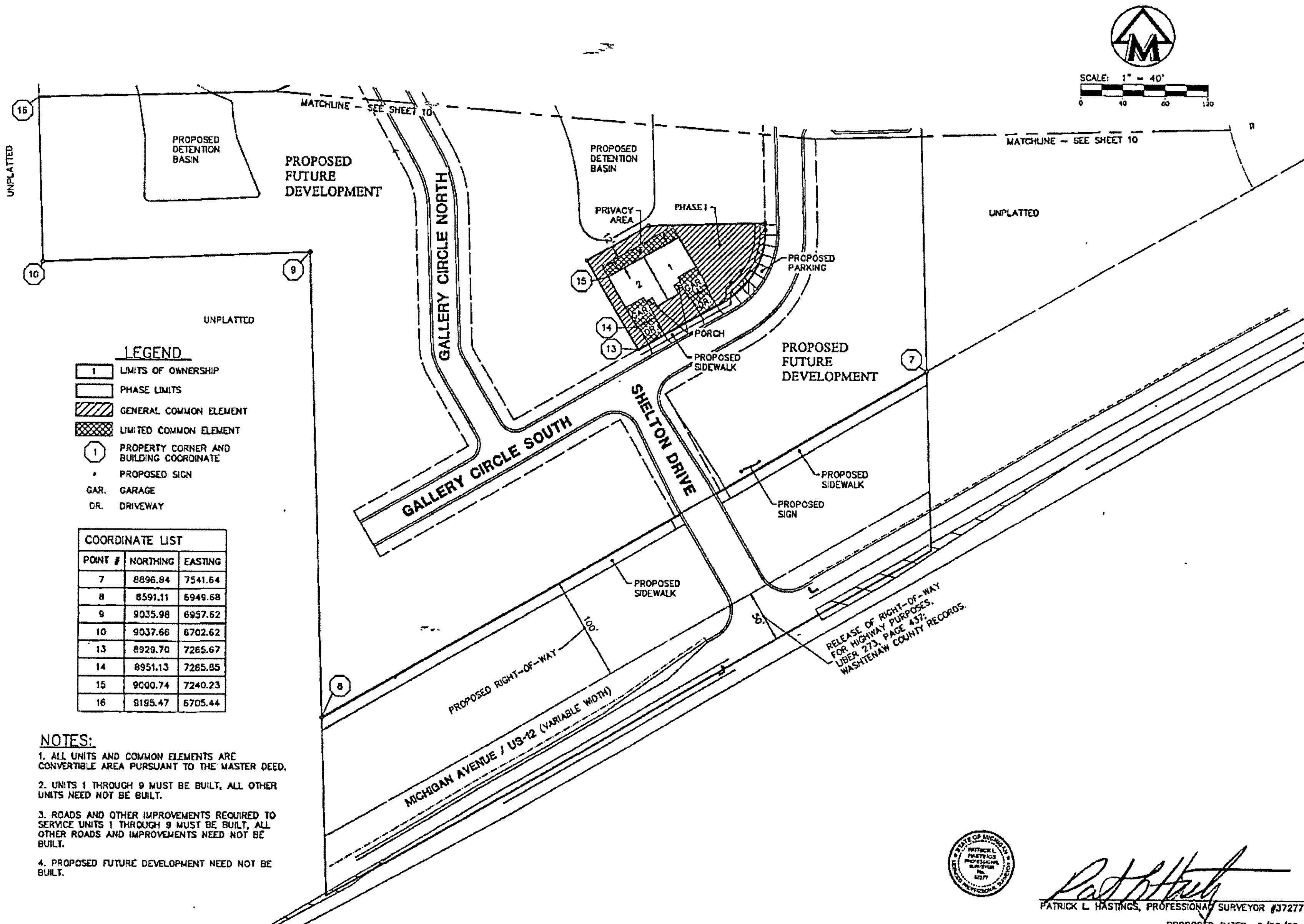
GALLERY POINTE

EXHIBIT 'B' TO THE MASTER DEED

EASEMENT PLAN – UNITS 3 – 8

8

JOB No. 13102



LEGEND

- LIMITS OF OWNERSHIP
- PHASE LIMITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- PROPERTY CORNER AND BUILDING COORDINATE
- PROPOSED SIGN
- GAR. GARAGE
- DR. DRIVEWAY

COORDINATE LIST		
POINT #	NORTHING	EASTING
7	8896.84	7541.64
8	8591.11	6949.68
9	9035.98	6957.62
10	9037.66	6702.62
13	8929.70	7265.67
14	8951.13	7265.85
15	9000.74	7240.23
16	9195.47	6705.44

NOTES:

1. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREA PURSUANT TO THE MASTER DEED.
2. UNITS 1 THROUGH 9 MUST BE BUILT, ALL OTHER UNITS NEED NOT BE BUILT.
3. ROADS AND OTHER IMPROVEMENTS REQUIRED TO SERVICE UNITS 1 THROUGH 9 MUST BE BUILT, ALL OTHER ROADS AND IMPROVEMENTS NEED NOT BE BUILT.
4. PROPOSED FUTURE DEVELOPMENT NEED NOT BE BUILT.

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE

EXHIBIT 'B' TO THE MASTER DEED

SITE PLAN - UNITS 1 & 2

9

JOB No. 13102

COORDINATE LIST		
POINT #	NORTHING	EASTING
2	9165.44	7546.44
3	9160.26	7836.39
4	9157.42	7836.34
5	9130.24	7837.68
6	9135.45	7545.90
16	9195.47	6705.44
17	9222.71	6883.96
18	9217.94	6939.59
19	9377.79	6959.62
20	9326.53	6981.77

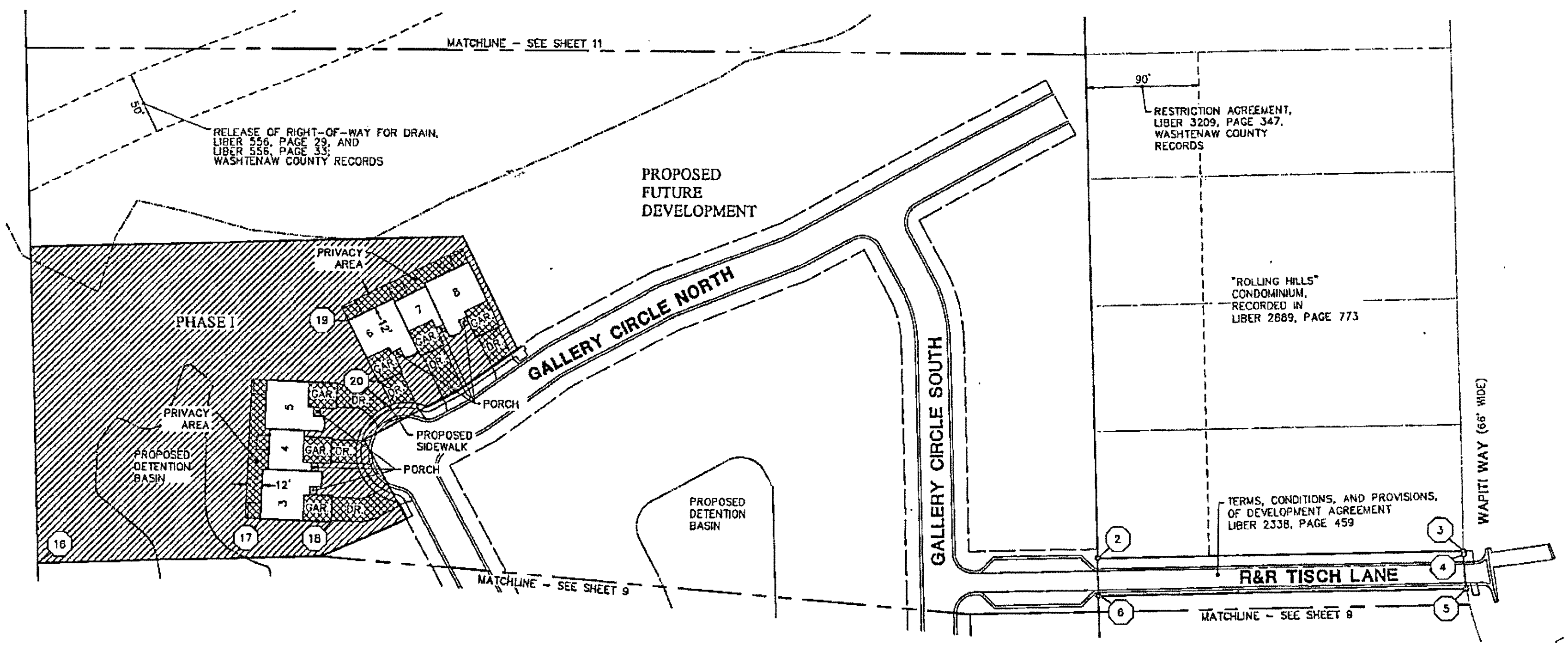
LEGEND

- 1 — LIMITS OF OWNERSHIP
- PHASE LIMITS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- (1) — PROPERTY CORNER AND BUILDING COORDINATE
- GAR. — GARAGE
- DR. — DRIVEWAY

NOTES:

1. AS PROVIDED IN THE MASTER DEED, THE GENERAL COMMON ELEMENTS AND ALL UNSOLD UNITS ARE CONVERTIBLE AREAS WHICH MAY BE MODIFIED IN DEVELOPER'S SOLE DISCRETION WITH THE APPROVAL OF PITTSFIELD TOWNSHIP.
2. UNITS 1 THROUGH 9 MUST BE BUILT. ALL OTHER UNITS NEED NOT BE BUILT.
3. ROADS AND OTHER IMPROVEMENTS REQUIRED TO SERVICE UNITS 1 THROUGH 9 MUST BE BUILT. ALL OTHER ROADS AND IMPROVEMENTS NEED NOT BE BUILT.
4. PROPOSED FUTURE DEVELOPMENT NEED NOT BE BUILT.

SCALE: 1" = 40'



PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277

PROPOSED DATED: 2/28/20

GALLERY POINTE

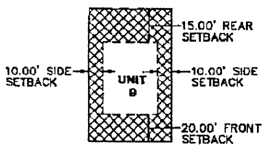
EXHIBIT 'B' TO THE MASTER DEED

SITE PLAN – UNITS 3 – 8

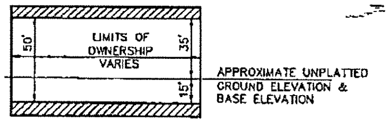
10

JOB No. 13102

MIDWESTERN CONSULTING



UNIT 9 SETBACK DETAIL
SCALE: 1" = 40'



UNIT 9 CROSS-SECTION
NOT TO SCALE

LEGEND

- 9 LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- (1) PROPERTY CORNER AND BUILDING COORDINATE

NOTES:

1. AS PROVIDED IN THE MASTER DEED, THE GENERAL COMMON ELEMENTS AND ALL UNSOLD UNITS ARE CONVERTIBLE AREAS WHICH MAY BE MODIFIED IN DEVELOPER'S SOLE DISCRETION WITH THE APPROVAL OF PITTSFIELD TOWNSHIP.
2. UNITS 1 THROUGH 9 MUST BE BUILT, ALL OTHER UNITS NEED NOT BE BUILT.
3. ROADS AND OTHER IMPROVEMENTS REQUIRED TO SERVICE UNITS 1 THROUGH 9 MUST BE BUILT, ALL OTHER ROADS AND IMPROVEMENTS NEED NOT BE BUILT.
4. PROPOSED FUTURE DEVELOPMENT NEED NOT BE BUILT.

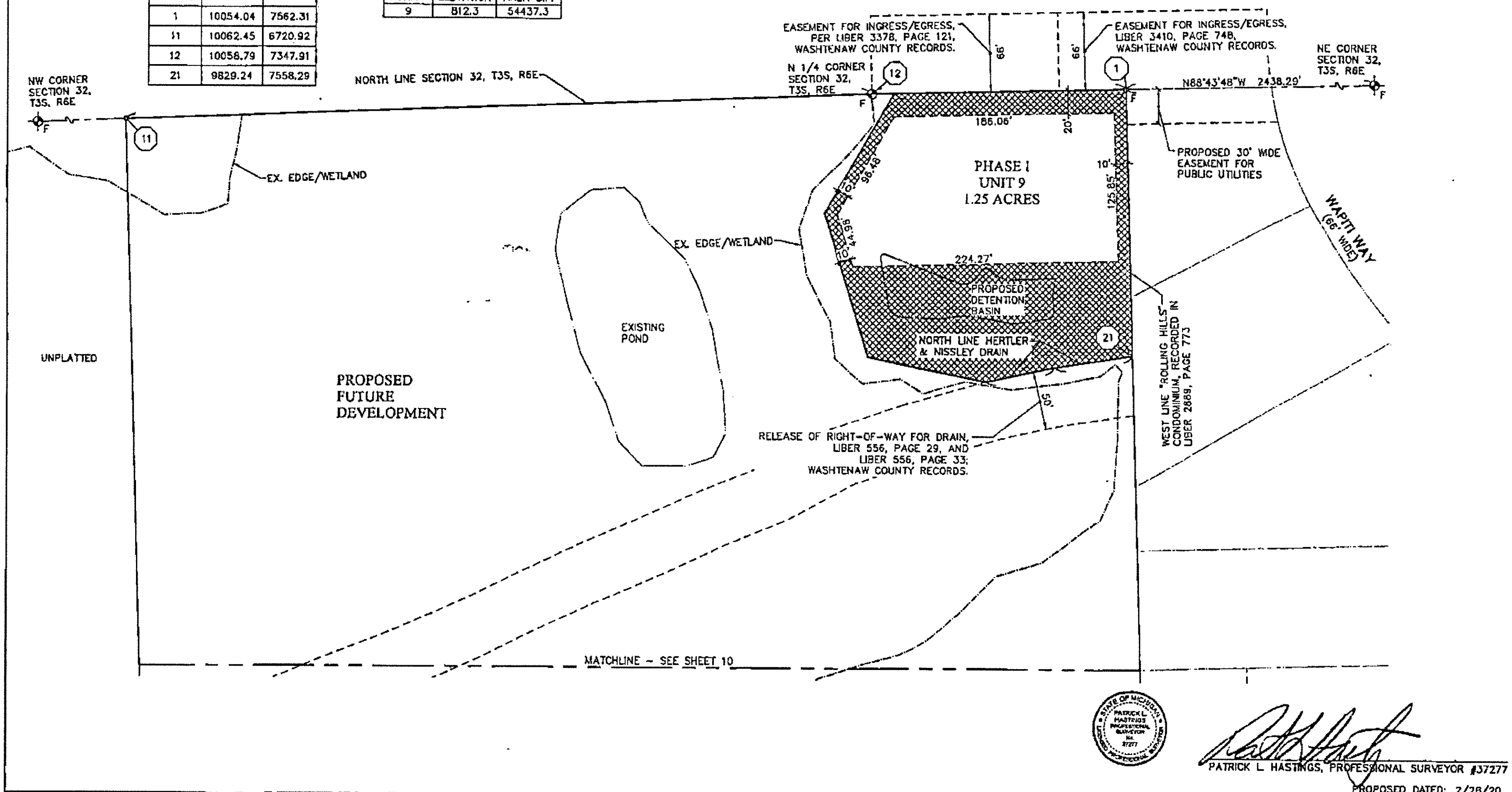
SCALE: 1" = 40'

COORDINATE LIST

POINT #	NORTHING	EASTING
1	10054.04	7562.31
11	10062.45	6720.92
12	10058.79	7347.91
21	9829.24	7558.29

UNIT ELEVATION AND AREA

UNIT	BASE ELEVATION	UNIT AREA S.F.
9	812.3	54437.3



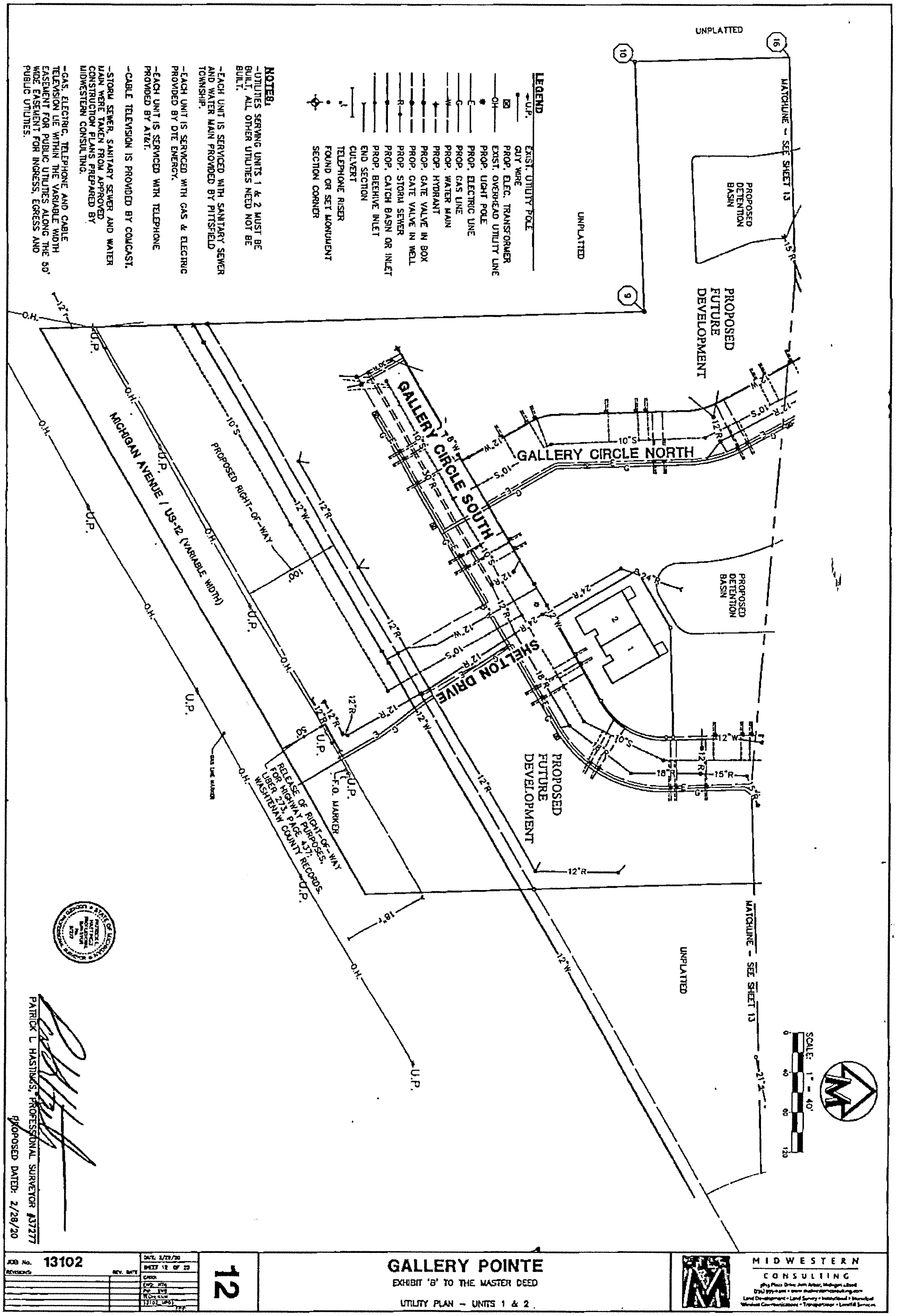
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE
EXHIBIT 'B' TO THE MASTER DEED
SITE PLAN – UNIT 9

11

JOB No. 13102


MATCHLINE - SEE SHEET 13
UNPLATTED
PROPOSED DETENTION BASIN
PROPOSED FUTURE DEVELOPMENT
GALLERY CIRCLE NORTH
GALLERY CIRCLE SOUTH
SHELTON DRIVE
MICHIGAN AVENUE / US-12 (VARIABLE WIDTH)
PROPOSED RIGHT-OF-WAY
RELEASE OF RIGHT-OF-WAY FOR HIGHWAY PURPOSES, LIBER 273, PAGE 437, WASHTENAW COUNTY RECORDS.
F.O. MARKER
GAS LINE MARKER
SCALE: 1" = 40'
LEGEND
U.P. EXIST. UTILITY POLE
GUY WIRE
PROP. ELEC. TRANSFORMER
OH EXIST. OVERHEAD UTILITY LINE
PROP. LIGHT POLE
E PROP. ELECTRIC LINE
G PROP. GAS LINE
W PROP. WATER MAIN
PROP. HYDRANT
PROP. GATE VALVE IN BOX
PROP. GATE VALVE IN WELL
R PROP. STORM SEWER
PROP. CATCH BASIN OR INLET
PROP. BEEHIVE INLET
END SECTION
CULVERT
TELEPHONE RISER
FOUND OR SET MONUMENT
SECTION CORNER
NOTES:
-UTILITIES SERVING UNITS 1 & 2 MUST BE BUILT, ALL OTHER UTILITIES NEED NOT BE BUILT.
-EACH UNIT IS SERVICED WITH SANITARY SEWER AND WATER MAIN PROVIDED BY PITTSFIELD TOWNSHIP.
-EACH UNIT IS SERVICED WITH GAS & ELECTRIC PROVIDED BY DTE ENERGY.
-EACH UNIT IS SERVICED WITH TELEPHONE PROVIDED BY AT&T.
-CABLE TELEVISION IS PROVIDED BY COMCAST.
-STORM SEWER, SANITARY SEWER AND WATER MAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.
-GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LIE WITHIN THE VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITIES ALONG THE 50' WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES.
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20
JOB No. 13102
12
GALLERY POINTE
EXHIBIT 'B' TO THE MASTER DEED
UTILITY PLAN - UNITS 1 & 2
MIDWESTERN CONSULTING

NOTES:

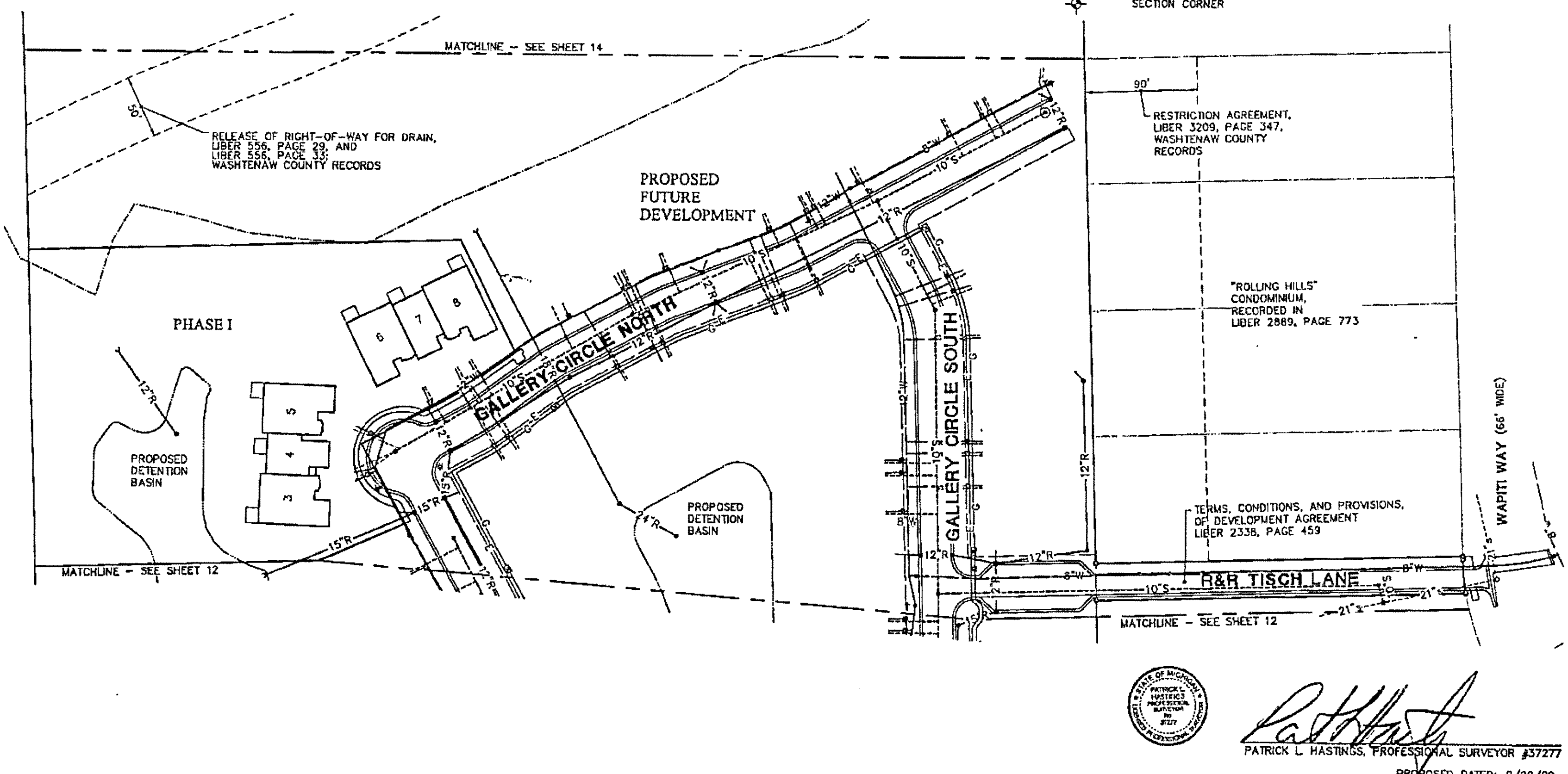
- UTILITIES SERVING UNITS 1 & 2 MUST BE BUILT, ALL OTHER UTILITIES NEED NOT BE BUILT.
- EACH UNIT IS SERVICED WITH SANITARY SEWER AND WATER MAIN PROVIDED BY PITTSFIELD TOWNSHIP.
- EACH UNIT IS SERVICED WITH GAS & ELECTRIC PROVIDED BY DTE ENERGY.
- EACH UNIT IS SERVICED WITH TELEPHONE PROVIDED BY AT&T.
- CABLE TELEVISION IS PROVIDED BY CONCAST.
- STORM SEWER, SANITARY SEWER AND WATER MAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.
- GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LIE WITHIN THE VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITIES ALONG THE 50' WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

LEGEND

U.P.	EXIST. UTILITY POLE
	GUY WIRE
	PROP. ELEC. TRANSFORMER
OH	EXIST. OVERHEAD UTILITY LINE
	PROP. LIGHT POLE
E	PROP. ELECTRIC LINE
G	PROP. GAS LINE
W	PROP. WATER MAIN
	PROP. HYDRANT
	PROP. GATE VALVE IN BOX
	PROP. GATE VALVE IN WELL
W	EXIST. WATER MAIN
S	EXIST. SANITARY SEWER
R	PROP. STORM SEWER
	PROP. CATCH BASIN OR INLET
	PROP. BEEHIVE INLET
	END SECTION
	CULVERT
t	TELEPHONE RISER
	FOUND OR SET MONUMENT
	SECTION CORNER

SCALE: 1" = 40'

0 40 80 120



PATRICK L HASTINGS, PROFESSIONAL SURVEYOR #37277

PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

GALLERY POINTE

EXHIBIT "B" TO THE MASTER DEED

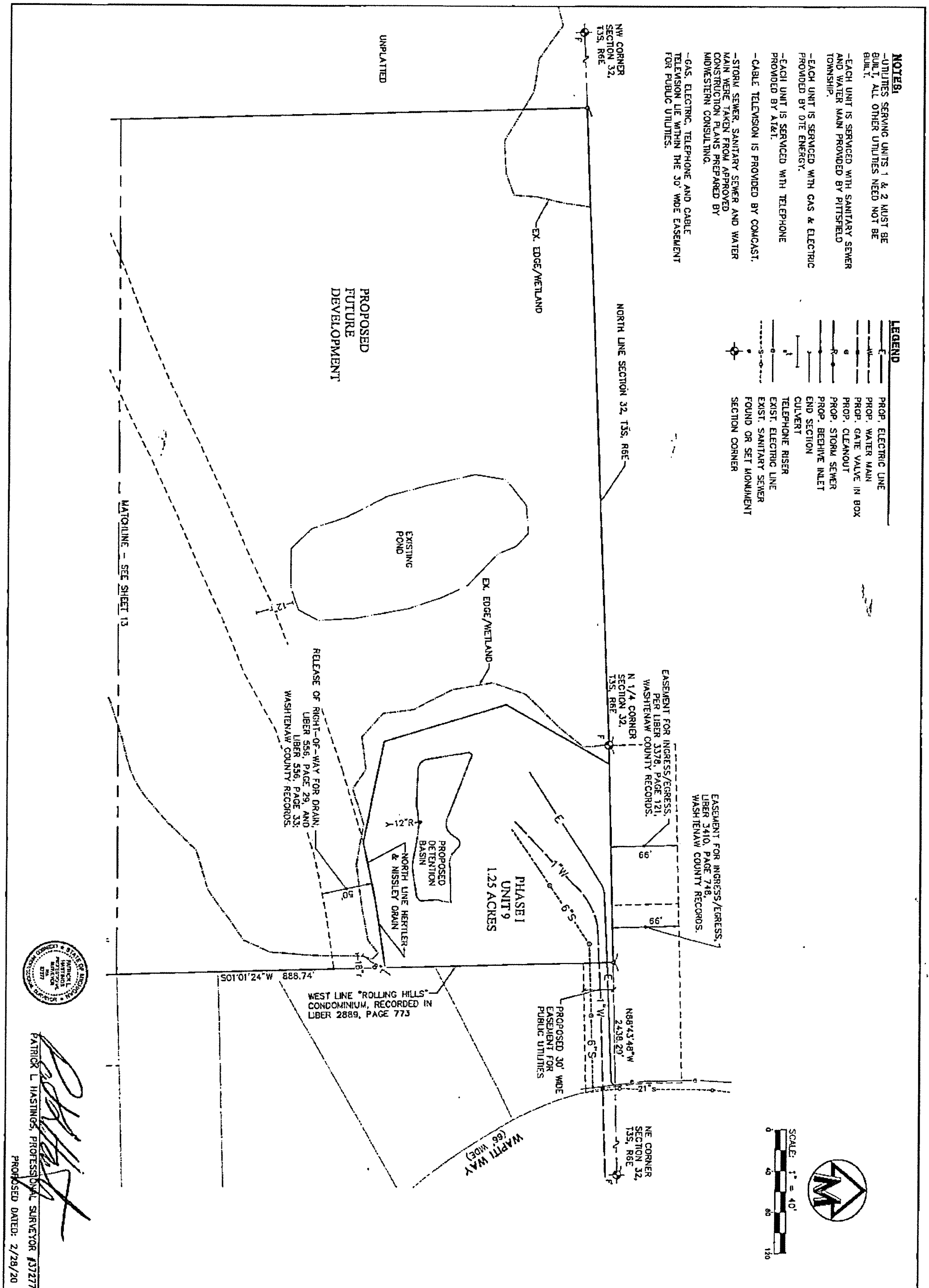
UTILITY PLAN - UNITS 3 - 8

13

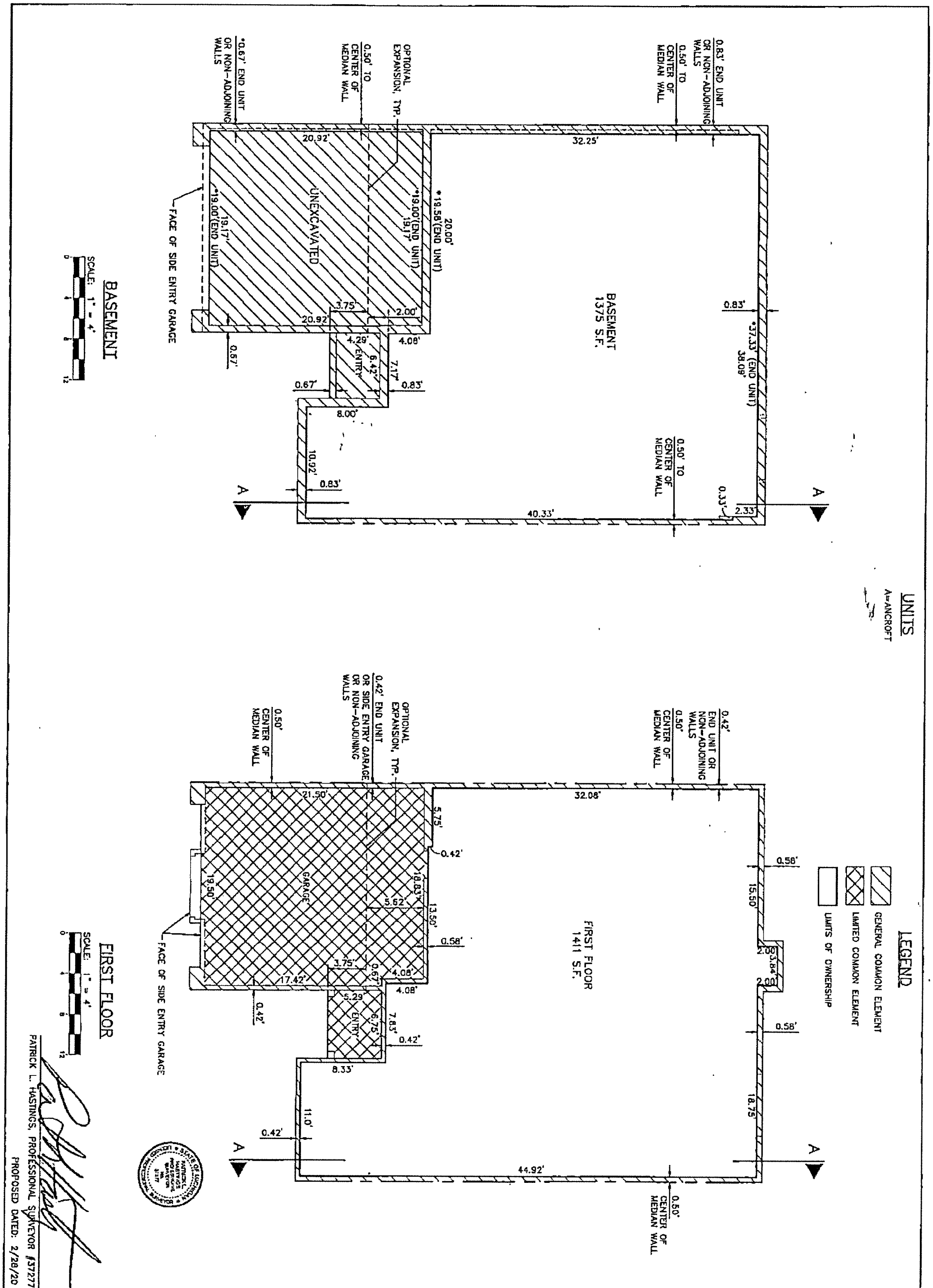
JOB No. 13102

DATE: 2/28/20

SHEET 13 OF 20

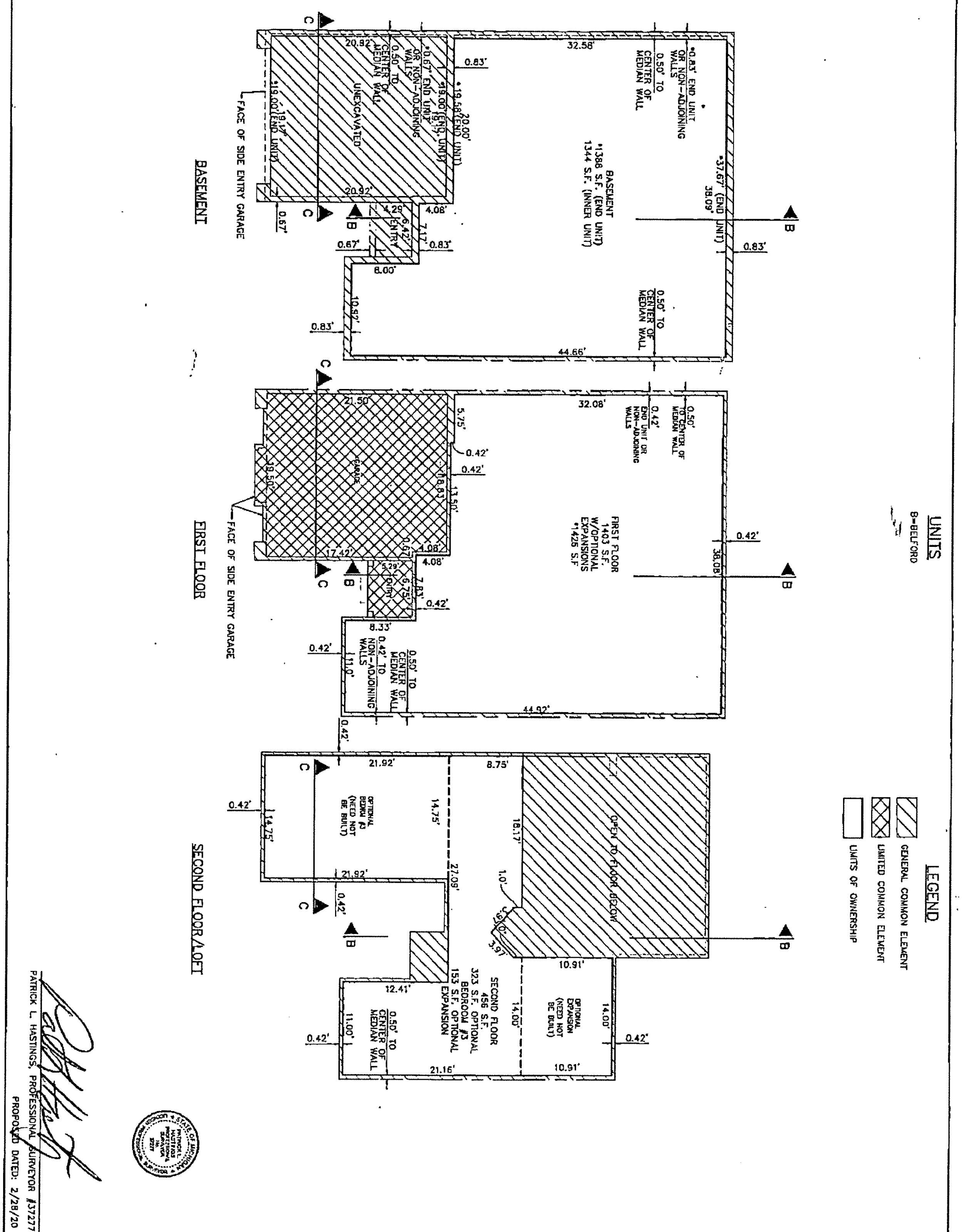


JOB No. 13102	DATE: 2/22/20 SHEET 14 OF 20	14	GALLERY POINTE EXHIBIT 'B' TO THE MASTER DEED UTILITY PLAN – UNIT 9	MIDWESTERN CONSULTING
REVISIONS: REV. DATE	CADD: DRAWN: KTH CHECKED: SWB 13102_UP09			



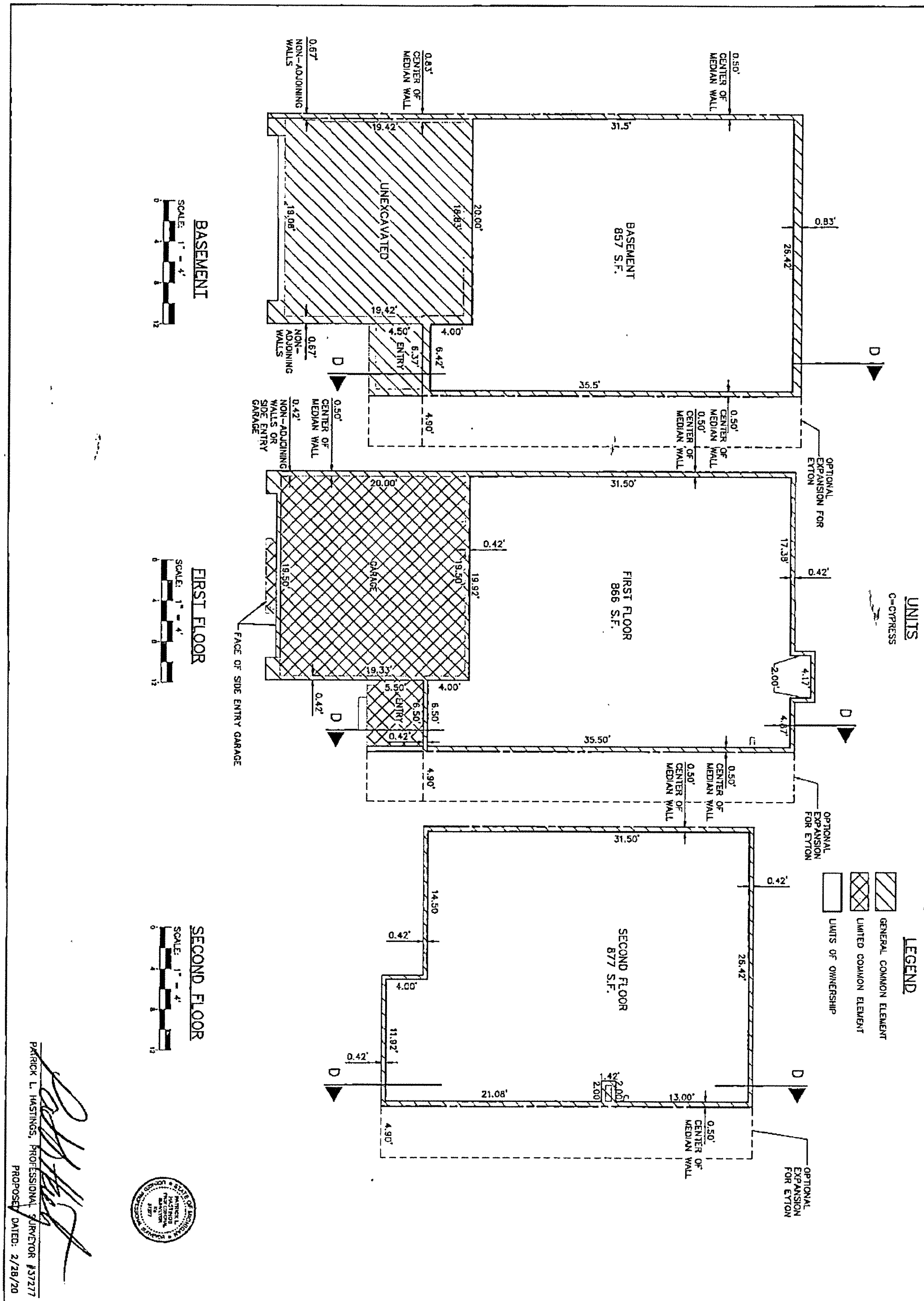
JOB No. 13102	DATE: 2/28/20 SHEET 15 OF 20	15	**GALLERY POINTE** EXHIBIT 'B' TO THE MASTER DEED (A) ANCROFT FLOOR PLANS

MIDWESTERN CONSULTING

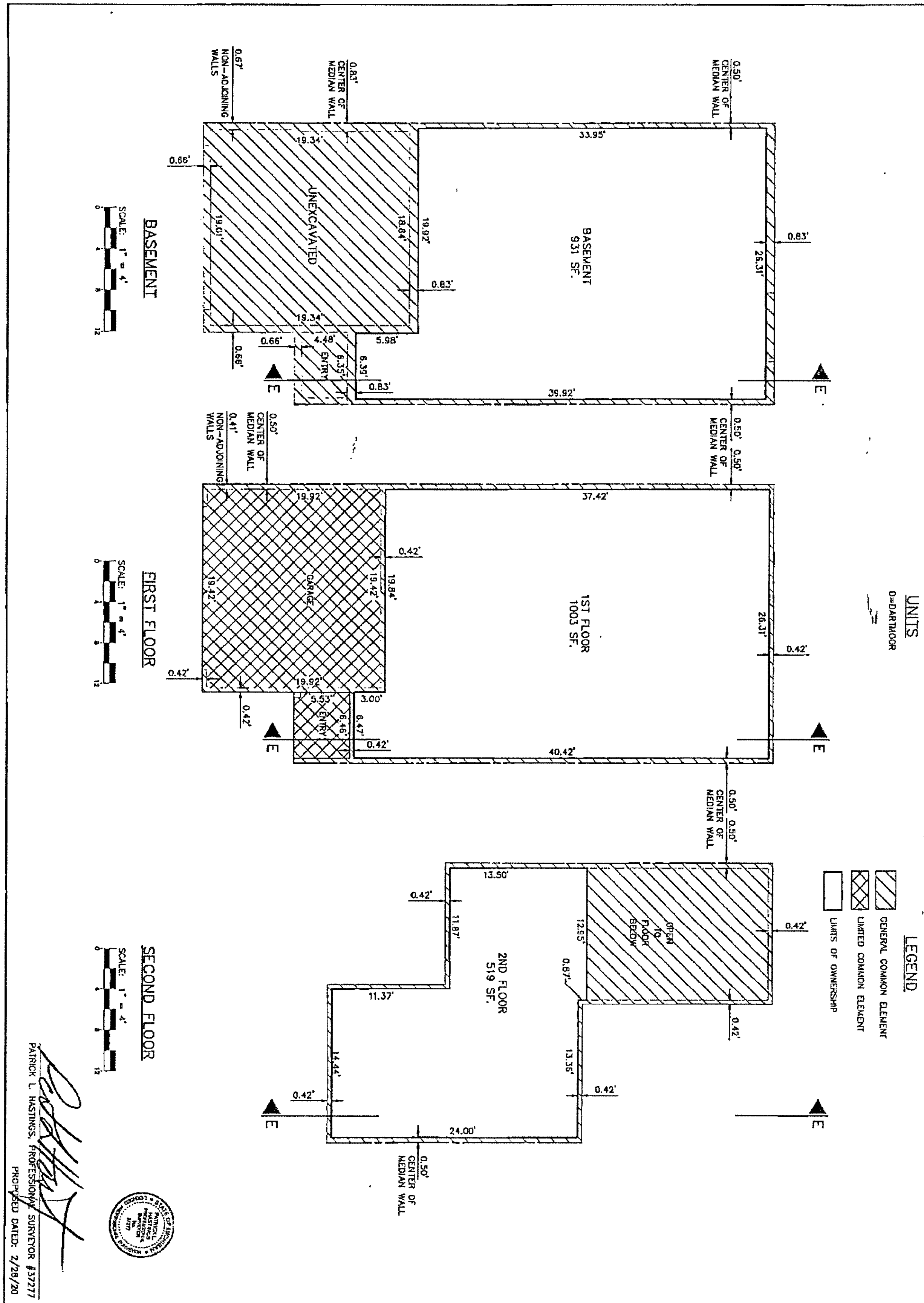


JOB No. 13102	DATE: 2/28/20	16	GALLERY POINTE
REVISIONS:	SHEET 16 OF 20		EXHIBIT 'B' TO THE MASTER DEED
			(B) BELFORD FLOOR PLANS

MIDWESTERN CONSULTING



JOB No. 13102	DATE: 2/25/20 SHEET 17 OF 20	17	GALLERY POINTE EXHIBIT 'B' TO THE MASTER DEED (C) CYPRESS FLOOR PLANS	MIDWESTERN CONSULTING



JOB No. 13102

18

GALLERY POINTE

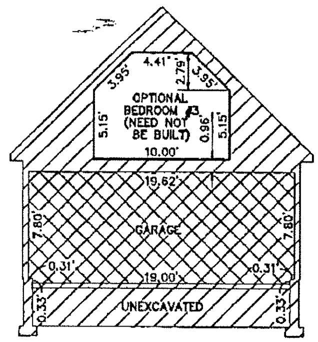
EXHIBIT 'B' TO THE MASTER DEED

(D) DARTMOOR FLOOR PLANS

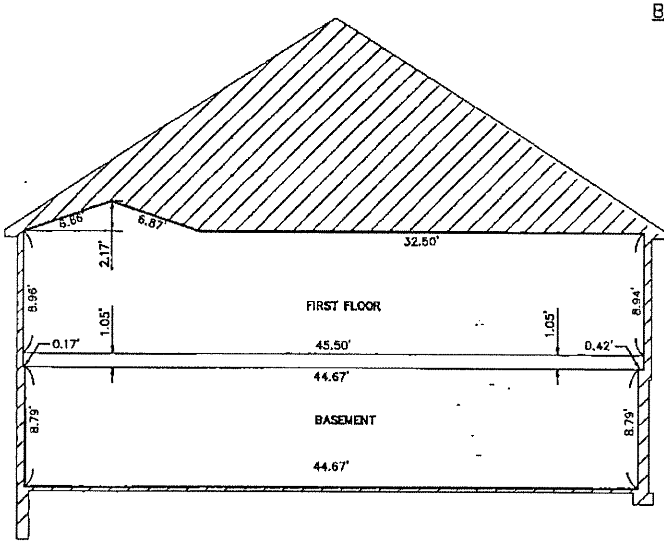
MIDWESTERN CONSULTING

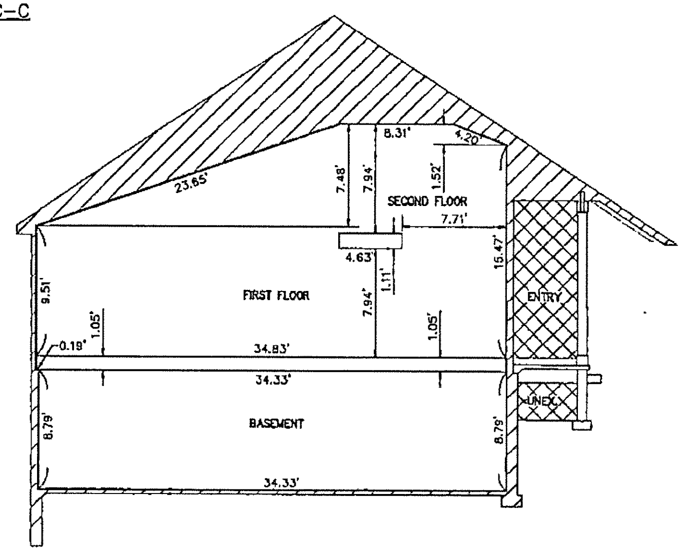
FINISH FLOORS

UNIT	FIRST FLOOR FINISH FLOOR
1	825.5
2	825.5
3	821.0
4	821.0
5	821.0
6	822.0
7	822.0
8	822.0



BUILDING SECTION C–C





BUILDING SECTION A–A

SCALE: 1" = 4'
0 4 8 12

BUILDING SECTION B–B

SCALE: 1" = 4'
0 4 8

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

STATE OF MICHIGAN PATRICK L. HASTINGS PROFESSIONAL SURVEYOR No. 37277 LICENSED PROFESSIONAL SURVEYOR

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/2020

GALLERY POINTE
EXHIBIT "B" TO THE MASTER DEED
ANCROFT BUILDING SECTION
BELFORD BUILDING SECTION

19

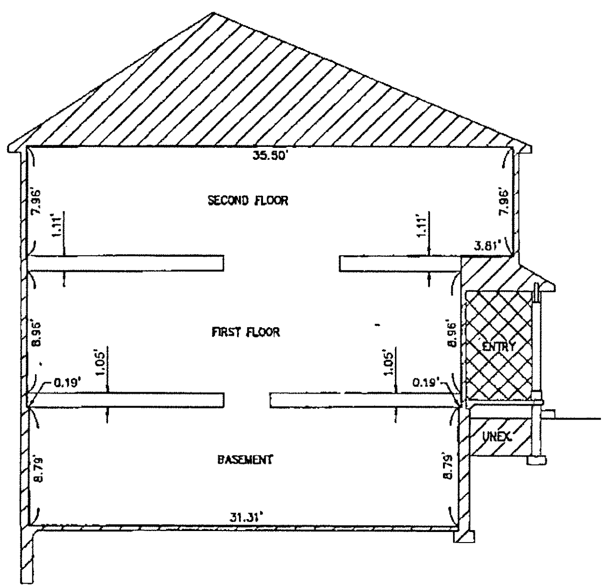
JOB No. 13102

DATE: 2/24/2020
SHEET 19 OF 29

MIDWESTERN CONSULTING

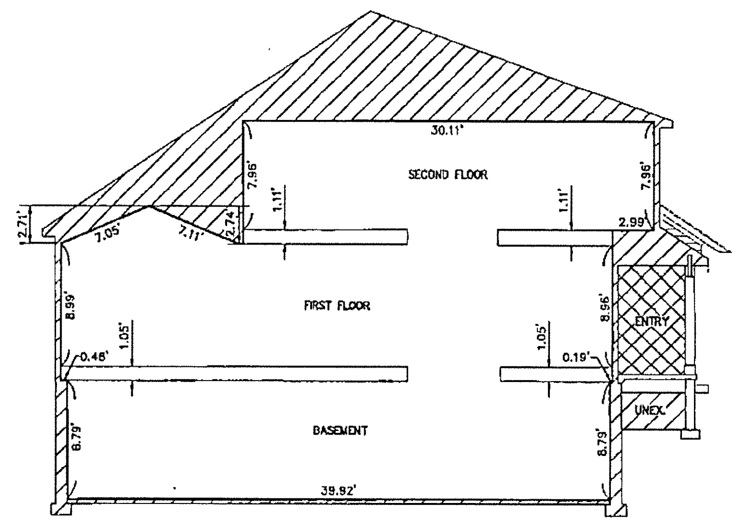
FINISH FLOORS

UNIT	FIRST FLOOR FINISH FLOOR
1	825.5
2	825.5
3	821.0
4	821.0
5	821.0
6	822.0
7	822.0
8	822.0



BUILDING SECTION D–D

SCALE: 1" = 4'
0 4 8 12



BUILDING SECTION E–E

SCALE: 1" = 4'
0 4 8

LEGEND

GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

STATE OF MICHIGAN — PATRICK L. HASTINGS — PROFESSIONAL SURVEYOR — No. 37277

PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/2020

JOB No. 13102

20

GALLERY POINTE
EXHIBIT 'B' TO THE MASTER DEED
CYPRESS BUILDING SECTION
DARTMOOR BUILDING SECTION

MIDWESTERN CONSULTING

17
30 -

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

This Declaration of Easements and Agreement for Maintenance made as of the 5th day of March, 2020, by GP Land-Saline 2016, LLC, a Michigan limited liability company (hereinafter "**GP Land**") the address for which is 2900 E. Delhi Road, Ann Arbor, Michigan 48103, Gallery Park Homes, LLC, a Michigan limited liability company (hereinafter "**Developer**") the address for which is 135 Keveling Drive, Saline, Michigan 48176, and Gallery Pointe Association, a Michigan non-profit corporation (hereinafter "**Association**") the address for which is 135 Keveling Drive, Saline, Michigan 48176.

WHEREAS, Developer is the developer of Gallery Pointe *proposed (hereinafter "**Condominium**"), located in the Township of Pittsfield, Washtenaw County, Michigan to be initially comprised of the following described land:

LAND IN THE TOWNSHIP OF PITTSFIELD, COUNTY OF WASHTENAW, STATE OF MICHIGAN, DESCRIBED AS:LOCATED IN THE N 1/2 OF SECTION 32, T3S, R6E, PITTSFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 6.90 feet;
thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18"53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

10

**consideration is $1.00

LIB

Time Submitted for Recording
Date 3-9 2020 Time 958 am
Lawrence Kestenbaum
Washtenaw County Clerk/Register

Time Submitted for Recording
Date 3-6 2020 Time 118 pm
Lawrence Kestenbaum
Washtenaw County Clerk/Register

01375068.DOCX

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N 89°39'58" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;

thence S 64°05'47" W 86.67 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;
thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING.

Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

TOGETHER WITH:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium;
thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of land, more or less.

hereinafter collectively referred to as "**Parcel I**"; and

WHEREAS, the Association will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium as agent and representative of the co-owners of the Condominium; and

WHEREAS, the following property may be developed as an expansion phase (or phases) of the Condominium or as a separate condominium project (or projects) or other forms of residential development, which property is more particularly described as follows:

Commencing at the Northeast corner of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records; and the POINT OF BEGINNING;

thence along said West line S 01°01'24" W 888.74 feet to the South line of Lot 1, "Rolling Hill" Condominium;
thence S 88°58'36" E 290.00 feet along said South line of Lot 1 to the Westerly Right of Way of Wapiti Way (66 feet wide);
thence along said Right of Way S 01°01'24" W 2.84 feet;
thence continuing along said Right of Way 27.24 feet along an arc of a curve concave Easterly, said curve having a radius of 202.86 feet, a central angle of 07°41'39", and a chord of 27.22 feet bearing S 02°49'23" E;
thence N 88°58'36" W 291.83 feet to the said West line of "Rolling Hills" Condominium;
thence S 01°01'24" W 409.07 feet along said West line to the centerline of Michigan Avenue (US-12, Variable Width);
thence along said centerline S 62°41'07" W 666.25 feet;
thence N 01°01'24" E 615.36 feet;
thence N 89°37'16" W 255.01 feet;
thence N 01°01'24" E 1024.95 feet to the North line of said Section 32;
thence S 89°39'58" E 627.00 feet along said North line to the North ¼ corner of Section 32, Town 3 South, Range 6 East;
thence continuing along said North line S 88°43'48 E 214.45 feet to the POINT OF BEGINNING, being part of the North ½ of Section 32, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, and containing 26.20 acres of land, more or less, subject to the rights of the public over the Southerly 50.00 feet as occupied by Michigan Avenue (US-12).

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, thence S 01°01'24" W 1010.37 feet along said West line of "Rolling Hills" Condominium; thence N 88°58'36" W 151.50 feet to the POINT OF BEGINNING;

thence S 01°01'24" W 6.90 feet;

thence Southwesterly 80.72 feet along the arc of a circular curve to the right, radius 75.00 feet, central angle 61°39'43", long chord S 31°51'15" W 76.88 feet;
thence S 62°41'07" W 97.27 feet;
thence N 27°18"53" W 98.79 feet;
thence N 62°41'07" E 67.71 feet;
thence S 88°58'36" E 112.31 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 0.30 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2652.74 feet along the North line of said Section 32 to the N 1/4 corner of said Section 32, thence N 89°39'58" W 627.00 feet along the North line of said Section 32; thence S 01°01'24" W 616.17 feet to the POINT OF BEGINNING;

thence S 88°58'36" E 343.05 feet;
thence S 23°22'18" E 98.35 feet;
thence S 56°30'06" W 55.33 feet;
thence S 64°05'47" W 86.67 feet;
thence S 25°54'13" E 71.07 feet;
thence S 68°58'07" W 73.01 feet;
thence N 88°58'36" W 225.33 feet;
thence N 01°01'24" E 250.95 feet to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.84 acres of land, more or less. Being subject to easements and restrictions of record, if any.

EXCEPTING THEREFROM:

Commencing at the NE corner of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence N 88°43'48" W 2438.29 feet along the North line of said Section 32 to the West line of "Rolling Hills" Condominium as recorded in Liber 2889, page 773, Washtenaw County Records, and to the POINT OF BEGINNING;

thence S 01°01'24" W 224.84 feet along said West line of "Rolling Hills" Condominium; thence along the North line of the Hertler & Nissley Drain right-of-way as recorded in Liber 556, Page 29 and Liber 556, Page 33, Washtenaw County Records, in the following two (2) courses:

S 84°10'09" W 66.87 feet;
S 80°24'26" W 59.00 feet;

thence N 75°47'36" W 101.93 feet;
thence N 14°31'06" W 125.02 feet;
thence N 32°25'30" E 118.14 feet to the North line of said Section 32;
thence S 88°43'48" E 195.57 feet along the North line of said Section 32 to the POINT OF BEGINNING. Being a part of the N 1/2 of Section 32, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan and containing 1.25 acres of

land, more or less. Being subject to easements and restrictions of record, if any.

hereinafter collectively referred to as "**Parcel II**"; and

WHEREAS, GP Land is the fee simple title holder of Parcels I and II; and

WHEREAS, it is desirable that there be a common access roadway over a portion of Parcel II for purposes of providing ingress and egress to portions of Parcel I to and from public rights-of-way and the parties hereto desire to create an easement for such purpose and to provide a method for joint maintenance of the roadway constructed over said easement; and

WHEREAS, it is also desirable that easements be created over Parcel II for the installation, maintenance, repair and replacement of utilities installed or to be installed within Parcel II which will service both Parcels I and II and to provide a method for joint maintenance of the shared utilities lying within Parcel II.

ACCESS EASEMENT

NOW, THEREFORE GP Land does hereby declare and grant perpetual easements for the benefit of the owners from time to time of Parcel I, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, over the rightS-of-way depicted in Exhibit A attached, for egress and ingress to, through and from Parcel I over Parcel II to the public right-of-way in Michigan Avenue and in Wapitti Way.

Persons from time to time owning Parcels I and II (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the roads located within Parcel II which share of expenses shall be determined with respect to each respective parcel by multiplying the costs thereof by a fraction, the numerator of which is the number of completed dwelling units located upon each such respective parcel or any part thereof and the denominator of which is the total of all completed dwelling units located upon Parcels I and II and any parts thereof.

UTILITY EASEMENTS

ALSO, GP Land does hereby declare and grant perpetual easements for the benefit of the owners from time to time of Parcel I and the respective successors and assigns of each and the agents, employees, tenants and invitees of each for the use, enjoyment, operation, maintenance, repair and replacement of the sanitary sewer mains and leads, the water mains and leads and the natural gas, telephone, cable and electric power mains and leads located on Parcel II and shared by Parcels I and II. Said easements shall extend six feet on either side of said mains and/or leads as installed, all as depicted on Exhibit B hereto as the same may be amended from time to time to reflect "as built" locations. Persons from time to time owning Parcels I and II (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of the above-described utility mains which share of expenses shall be determined with respect to each respective parcel by multiplying the costs thereof by a fraction, the numerator of which is the number of completed dwelling units located upon each respective parcel or any part thereof and the denominator of which is the total of completed dwelling units located upon Parcels I and II and any parts thereof. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads that are not shared shall be borne by the owners of the parcel or portion thereof upon which are located the dwelling units which such lead or leads service.

GENERAL

A completed dwelling unit shall be a unit with respect to which a certificate of occupancy has been issued by the Township of Pittsfield. If a completed dwelling unit is part of a condominium development, the condominium association thereof shall be deemed, for the purposes of payment of the above expenses, as the owner of such completed dwelling unit and payment of said expenses shall be an expense of administration of such association.

Developer may hereafter add, by separate recorded Declaration, or by Amendment to this Declaration, other easement areas lying within Parcel I and/or Parcel II. Developer may also, during development of Parcels I and II and in furtherance thereof without the consent of any person interested in Parcels I and II, relocate or omit any easement described herein in such manner as may be reasonable so long as the relocation or omission has no material adverse effect upon any owner. Further, and without the consent of any person interested in Parcels I and II, Developer may dedicate to the public, in fee or otherwise, the roads, rights of way, utilities and easement areas established hereunder. In the event of any such relocation, omission, or dedication, Developer shall cause an amendment to be made hereto and to be duly recorded in order to properly reflect such omission, relocation or dedication. Upon recordation of such separate Declaration or any such amendment hereto, any newly resulting easements shall be administered as originally provided herein.

The easements hereinbefore granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to the owners of Parcels I and II, and any part thereof, and their respective successors and assigns. Said easements, however, are private and nothing herein contained shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

IN WITNESS WHEREOF, this Declaration of Easements and Agreement for Maintenance was executed as of the day and year first written above.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

GP LAND-SALINE 2016, LLC,
a Michigan limited liability company

BY: The Robert R. Tisch Trust Agreement
dated June 18, 1987, as amended

Robert R. Tisch, Trustee, Member

STATE OF ARIZONA)
) SS
COUNTY OF Pima)

The foregoing instrument was acknowledged before me in Pima County, Arizona, this 4th day of March, 2020 by Robert R. Tisch, Trustee of The Robert R. Tisch Trust Agreement dated June 18, 1987, as amended, Member of GP Land-Saline 2016, LLC, a Michigan limited liability company, on behalf of the company.

ERIK BRISLEY
NOTARY PUBLIC
ARIZONA
PIMA COUNTY
COMM. EXP. 10-29-2020

Notary Public Erik Brisley
Pima County, State of Arizona
My commission expires: 10/29/2020
Acting in the County of Pima

GALLERY PARK HOMES, LLC,
a Michigan limited liability company

By: ______________________
Craig A. Welch, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

On this 5th day of March, 2020 in Washtenaw County, Michigan, the foregoing instrument was acknowledged before me by Craig A. Welch, Manager of Gallery Park Homes, LLC, a Michigan limited liability company, on behalf of the company.

LINDA C BATTISON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 10-14-2024
Acting in the County of

____
Notary Public
State of Michigan, County of ___________
My Commission Expires: ___________
Acting in the County of Washtenaw

LINDA C BATTISON
Notary Public, State of Michigan
County of Livingston
My Commission Expires 10-14-2024
Acting in the County of Washtenaw

GALLERY POINTE ASSOCIATION,
a Michigan non-profit corporation

By: Robert R. Tisch
Robert R. Tisch, President

STATE OF ARIZONA)
) SS.
COUNTY OF Pima)

On this 4th day of March, 2020 in Pima County, Arizona, the foregoing instrument was acknowledged before me by Robert R. Tisch, President of Gallery Pointe Association, a Michigan non-profit corporation, on behalf of the corporation.

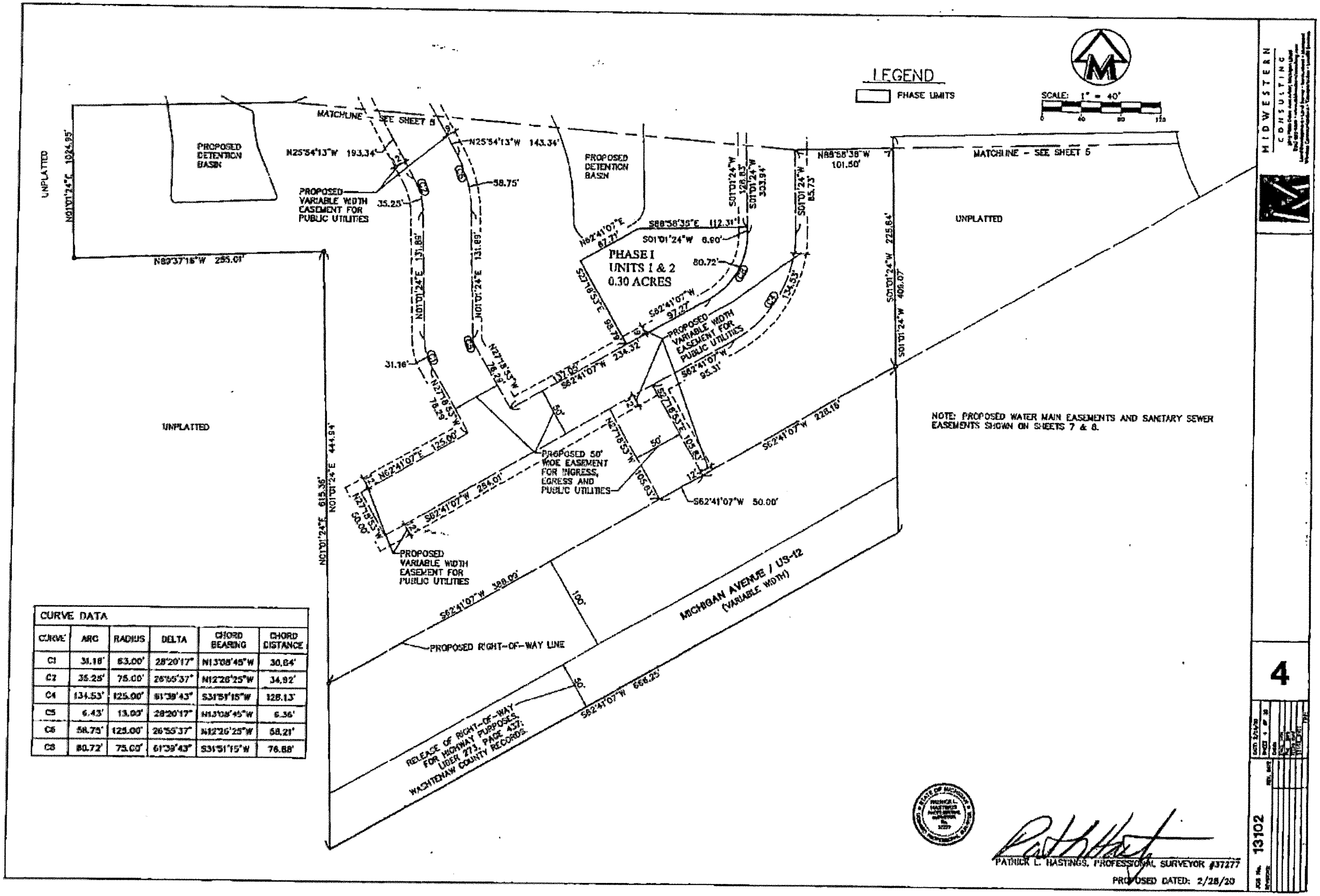
ERIK BRISLEY
NOTARY PUBLIC
ARIZONA
PIMA COUNTY
COMM. EXP.
10-29-2020

Erik Brisley
Notary Public
State of Arizona, County of Pima
My Commission Expires: 10/29/2020
Acting in the County of Pima

Drafted by:
C. Kim Shierk of
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Avenue, Suite 300
Birmingham, MI 48009
When recorded, return to drafter

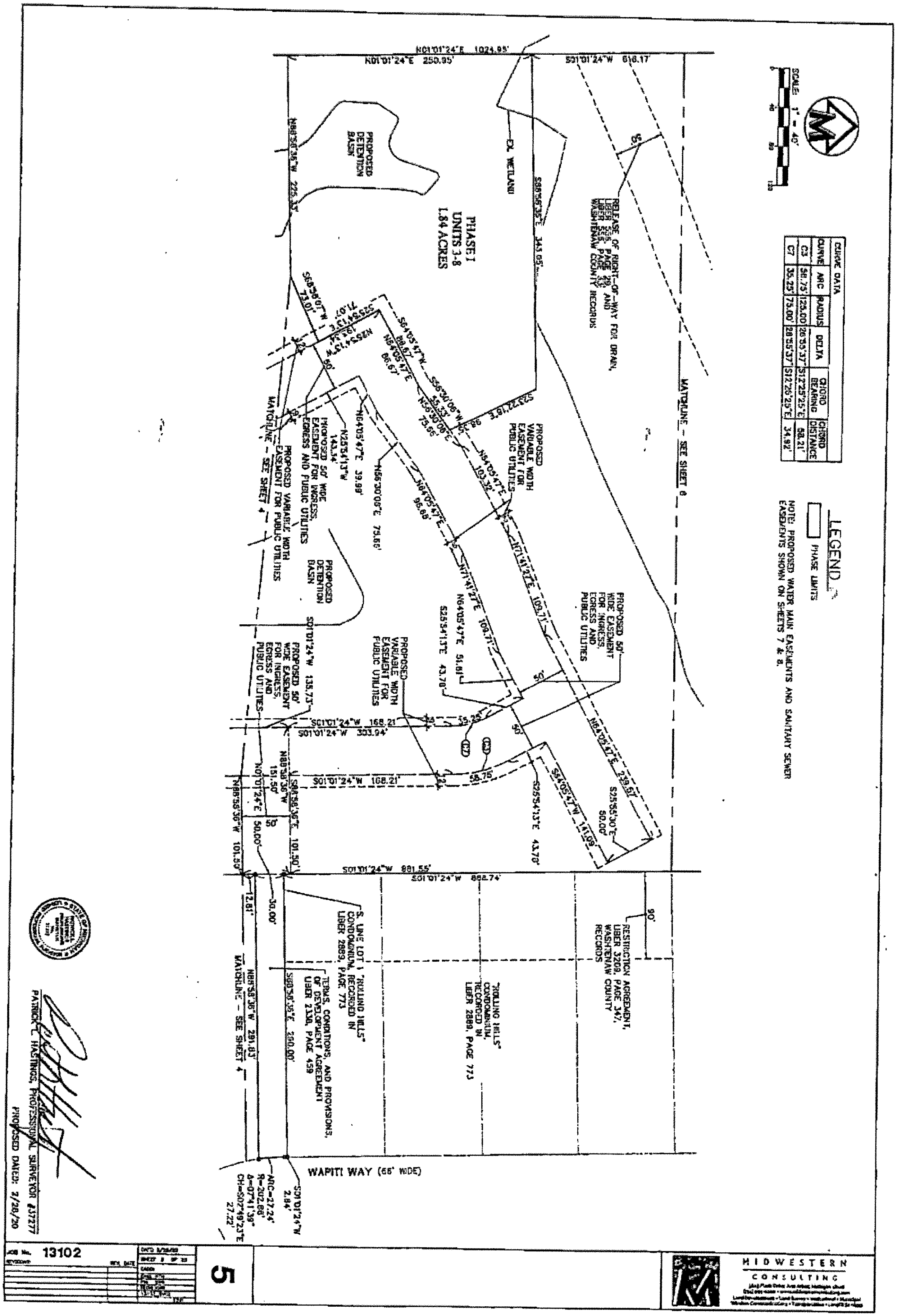
EXHIBIT A
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

(SEE SITE PLAN ATTACHED FOR LOCATION OF RIGHTS-OF-WAY)



CURVE DATA

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.18'	63.00'	28°20'17"	N13°08'45"W	30.84'
C2	35.25'	75.00'	26°55'37"	N12°26'25"W	34.92'
C4	134.53'	125.00'	61°39'43"	S31°51'15"W	128.13'
C5	6.43'	13.00'	28°20'17"	N13°08'45"W	6.36'
C6	58.75'	125.00'	26°55'37"	N12°26'25"W	58.21'
C8	80.72'	75.00'	61°39'43"	S31°51'15"W	76.88'


PHASE I
UNITS 3-8
1.84 ACRES
PROPOSED DETENTION BASIN
MATCHLINE - SEE SHEET 6
MATCHLINE - SEE SHEET 4
LEGEND
PHASE LIMITS
NOTE: PROPOSED WATER MAIN EASEMENTS AND SANITARY SEWER EASEMENTS SHOWN ON SHEETS 7 & 8.
WAPITI WAY (66' WIDE)
PATRICK C. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20
MIDWESTERN
CONSULTING
13102
5

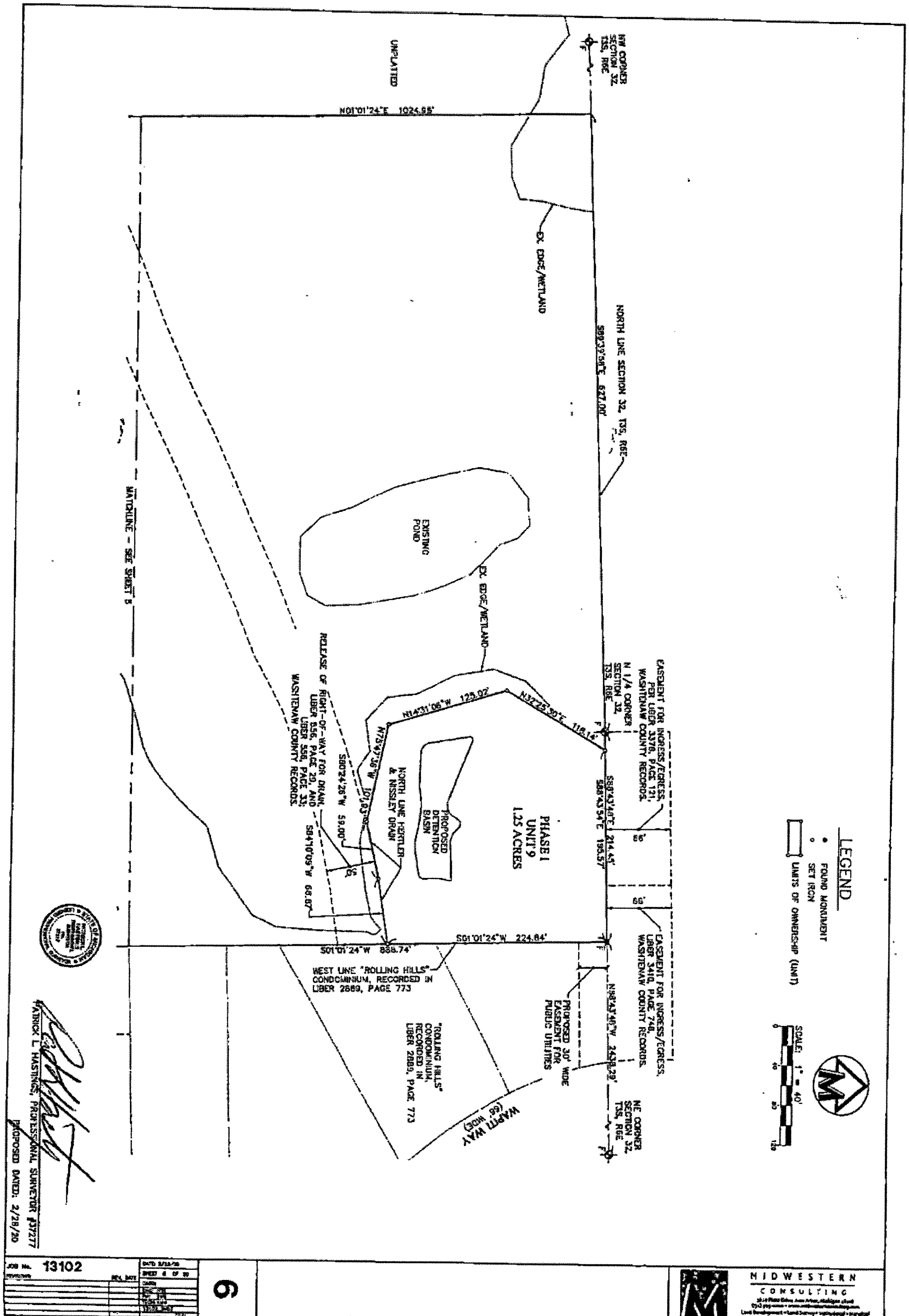
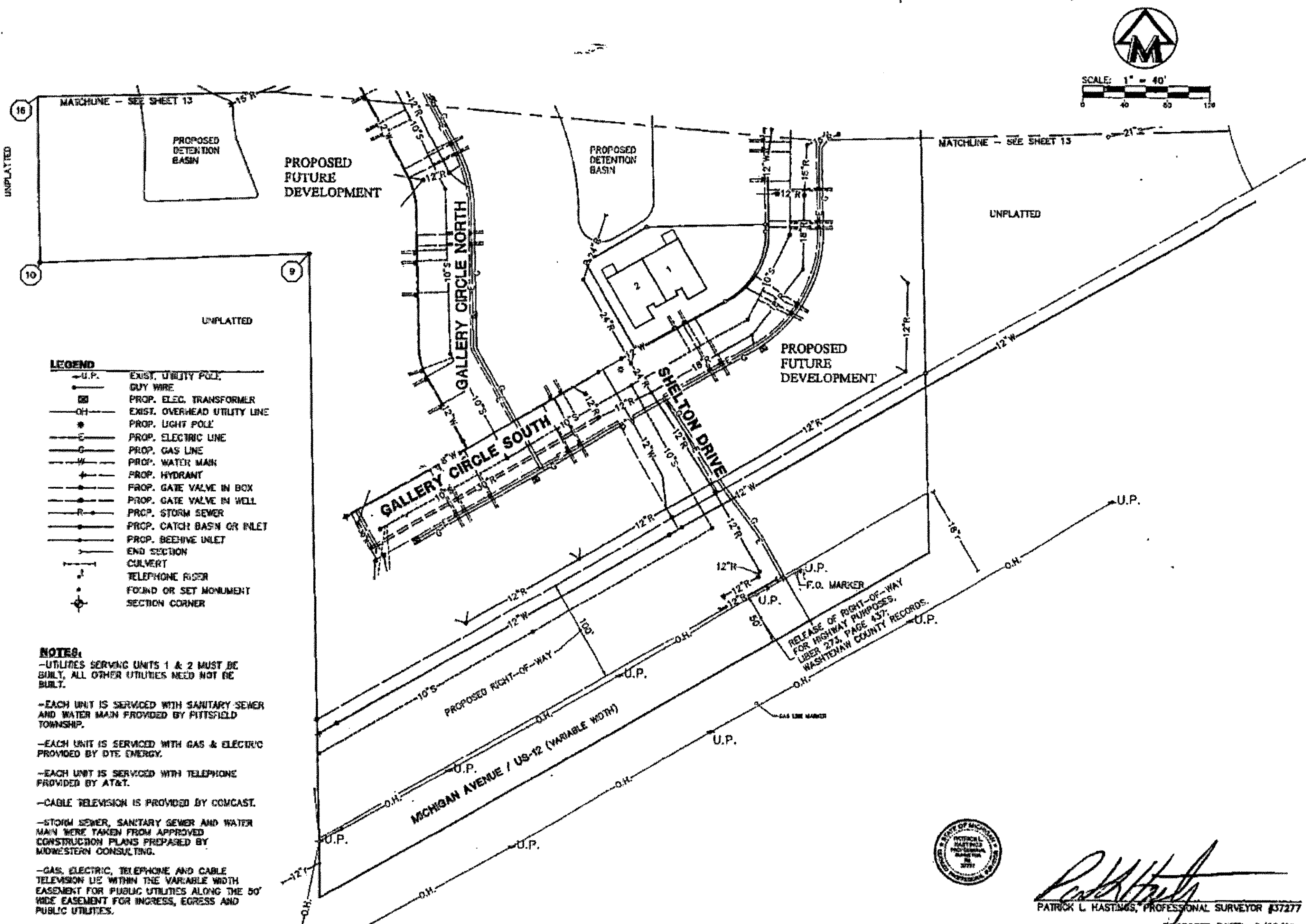

NW CORNER SECTION 32, T3S, R6E
UNPLATTED
N01°01'24"E 1024.95'
EX. EDGE/WETLAND
NORTH LINE SECTION 32, T3S, R6E
S89°39'58"E 827.00'
EXISTING POND
EX. EDGE/WETLAND
MATCHLINE - SEE SHEET 8
EASEMENT FOR INGRESS/EGRESS, PER LIBER 3378, PAGE 121, WASHTENAW COUNTY RECORDS.
N 1/4 CORNER SECTION 32, T3S, R6E
N32°25'30"E 118.14'
N14°31'06"W 125.02'
N75°47'36"W 101.83'
S80°24'28"W 59.00'
S84°10'09"W 68.87'
50'
RELEASE OF RIGHT-OF-WAY FOR DRAIN, LIBER 856, PAGE 20, AND LIBER 556, PAGE 33, WASHTENAW COUNTY RECORDS.
NORTH LINE HERTLER & NISSLEY DRAIN
PROPOSED DETENTION BASIN
PHASE I UNIT 9 1.25 ACRES
S88°43'40"E 214.45'
S88°43'54"E 195.57'
66'
66'
EASEMENT FOR INGRESS/EGRESS, LIBER 3410, PAGE 748, WASHTENAW COUNTY RECORDS.
S01°01'24"W 224.84'
S01°01'24"W 858.74'
WEST LINE "ROLLING HILLS" CONDOMINIUM, RECORDED IN LIBER 2889, PAGE 773
"ROLLING HILLS" CONDOMINIUM, RECORDED IN LIBER 2889, PAGE 773
PROPOSED 30' WIDE EASEMENT FOR PUBLIC UTILITIES
N88°43'40"W 2438.29'
NE CORNER SECTION 32, T3S, R6E
WAPITI WAY (66' WIDE)
LEGEND
FOUND MONUMENT
SET IRON
LIMITS OF OWNERSHIP (UNIT)
SCALE: 1" = 40'
PATRICK L HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20
JOB No. 13102
9
MIDWESTERN CONSULTING

EXHIBIT B
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

(SEE UTILITY PLAN ATTACHED)



LEGEND

U.P.	EXIST. UTILITY POLE
	GUY WIRE
	PROP. ELEC. TRANSFORMER
OH	EXIST. OVERHEAD UTILITY LINE
	PROP. LIGHT POLE
E	PROP. ELECTRIC LINE
G	PROP. GAS LINE
W	PROP. WATER MAIN
	PROP. HYDRANT
	PROP. GATE VALVE IN BOX
	PROP. GATE VALVE IN WELL
R	PROP. STORM SEWER
	PROP. CATCH BASIN OR INLET
	PROP. BEEHIVE INLET
	END SECTION
	CULVERT
	TELEPHONE RISER
	FOUND OR SET MONUMENT
	SECTION CORNER

NOTES:

–UTILITIES SERVING UNITS 1 & 2 MUST BE BUILT, ALL OTHER UTILITIES NEED NOT BE BUILT.

–EACH UNIT IS SERVICED WITH SANITARY SEWER AND WATER MAIN PROVIDED BY PITTSFIELD TOWNSHIP.

–EACH UNIT IS SERVICED WITH GAS & ELECTRIC PROVIDED BY DTE ENERGY.

–EACH UNIT IS SERVICED WITH TELEPHONE PROVIDED BY AT&T.

–CABLE TELEVISION IS PROVIDED BY COMCAST.

–STORM SEWER, SANITARY SEWER AND WATER MAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.

–GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LIE WITHIN THE VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITIES ALONG THE 50' WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

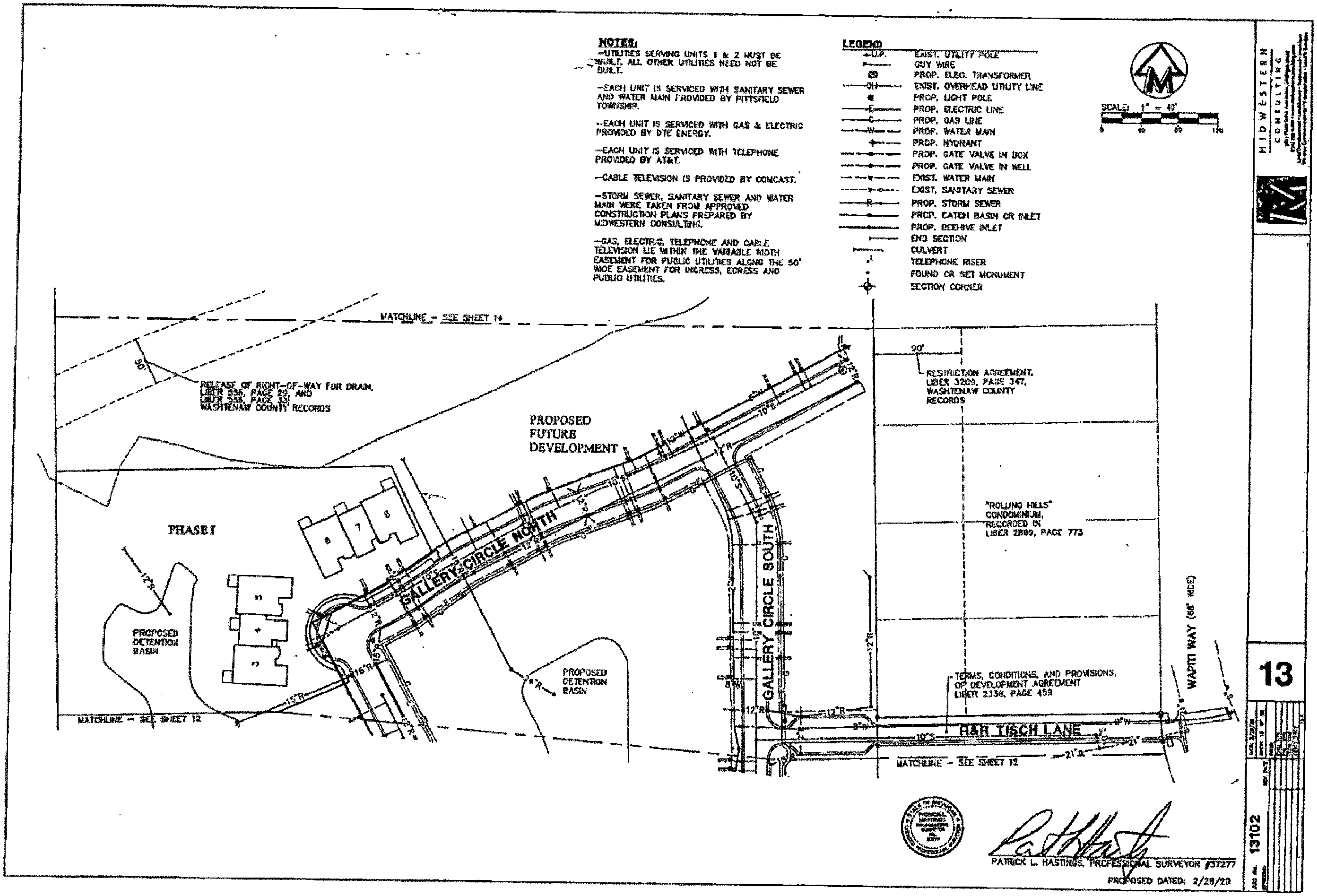
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277

PROPOSED DATED: 2/28/20

MIDWESTERN CONSULTING

12

JOB No. 13102


NOTES:
–UTILITIES SERVING UNITS 1 & 2 MUST BE BUILT. ALL OTHER UTILITIES NEED NOT BE BUILT.
–EACH UNIT IS SERVICED WITH SANITARY SEWER AND WATER MAIN PROVIDED BY PITTSFIELD TOWNSHIP.
–EACH UNIT IS SERVICED WITH GAS & ELECTRIC PROVIDED BY DTE ENERGY.
–EACH UNIT IS SERVICED WITH TELEPHONE PROVIDED BY AT&T.
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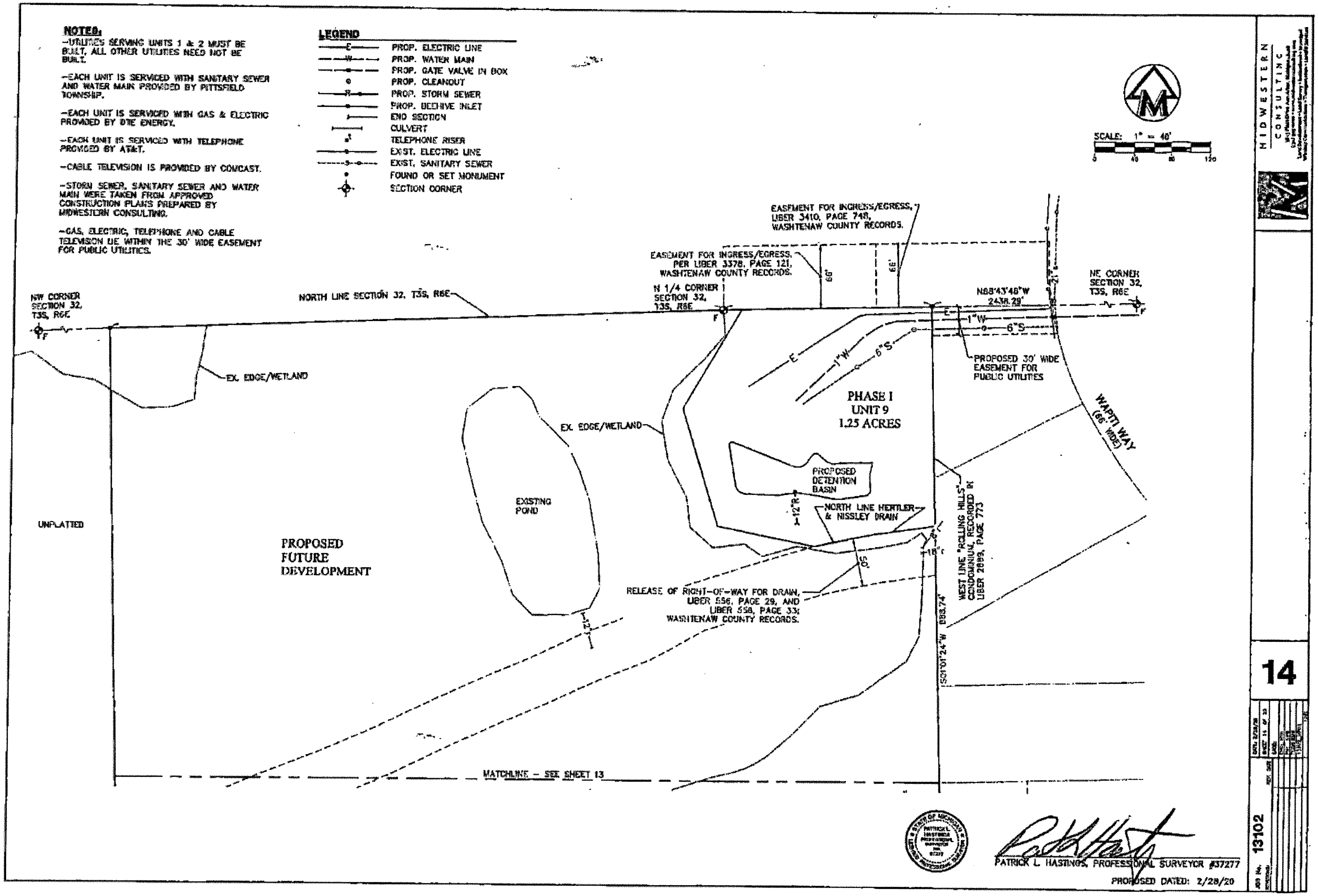
–GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LIE WITHIN THE VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITIES ALONG THE 50' WIDE EASEMENT FOR INCRESS, EGRESS AND PUBLIC UTILITIES.
LEGEND
EXIST. UTILITY POLE
GUY WIRE
PROP. ELEC. TRANSFORMER
EXIST. OVERHEAD UTILITY LINE
PROP. LIGHT POLE
PROP. ELECTRIC LINE
PROP. GAS LINE
PROP. WATER MAIN
PROP. HYDRANT
PROP. GATE VALVE IN BOX
PROP. GATE VALVE IN WELL
EXIST. WATER MAIN
EXIST. SANITARY SEWER
PROP. STORM SEWER
PROP. CATCH BASIN OR INLET
PROP. BEEHIVE INLET
END SECTION
CULVERT
TELEPHONE RISER
FOUND OR SET MONUMENT
SECTION CORNER
SCALE: 1" = 40'
0 40 80 120
MATCHLINE – SEE SHEET 14
RELEASE OF RIGHT-OF-WAY FOR DRAIN, LIBER 556, PAGE 29, AND LIBER 556, PAGE 33, WASHTENAW COUNTY RECORDS
PROPOSED FUTURE DEVELOPMENT
PHASE I
PROPOSED DETENTION BASIN
PROPOSED DETENTION BASIN
GALLERY CIRCLE NORTH
GALLERY CIRCLE SOUTH
R&R TISCH LANE
WAPITI WAY (66' WIDE)
RESTRICTION AGREEMENT, LIBER 3209, PAGE 347, WASHTENAW COUNTY RECORDS
"ROLLING HILLS" CONDOMINIUM, RECORDED IN LIBER 2889, PAGE 773
TERMS, CONDITIONS, AND PROVISIONS OF DEVELOPMENT AGREEMENT LIBER 2338, PAGE 459
MATCHLINE – SEE SHEET 12
MATCHLINE – SEE SHEET 12
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20
MIDWESTERN CONSULTING
13
13102


NOTES:
-UTILITIES SERVING UNITS 1 & 2 MUST BE BUILT, ALL OTHER UTILITIES NEED NOT BE BUILT.
-EACH UNIT IS SERVICED WITH SANITARY SEWER AND WATER MAIN PROVIDED BY PITTSFIELD TOWNSHIP.
-EACH UNIT IS SERVICED WITH GAS & ELECTRIC PROVIDED BY DTE ENERGY.
-EACH UNIT IS SERVICED WITH TELEPHONE PROVIDED BY AT&T.
-CABLE TELEVISION IS PROVIDED BY COMCAST.
-STORM SEWER, SANITARY SEWER AND WATER MAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.
-GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION LIE WITHIN THE 30' WIDE EASEMENT FOR PUBLIC UTILITIES.
LEGEND
PROP. ELECTRIC LINE
PROP. WATER MAIN
PROP. GATE VALVE IN BOX
PROP. CLEANOUT
PROP. STORM SEWER
PROP. BEEHIVE INLET
END SECTION
CULVERT
TELEPHONE RISER
EXIST. ELECTRIC LINE
EXIST. SANITARY SEWER
FOUND OR SET MONUMENT
SECTION CORNER
SCALE: 1" = 40'
0 40 80 120
NW CORNER SECTION 32, T3S, R6E
NORTH LINE SECTION 32, T3S, R6E
N 1/4 CORNER SECTION 32, T3S, R6E
EASEMENT FOR INGRESS/EGRESS, PER LIBER 3378, PAGE 121, WASHTENAW COUNTY RECORDS.
EASEMENT FOR INGRESS/EGRESS, LIBER 3410, PAGE 748, WASHTENAW COUNTY RECORDS.
66'
66'
N88°43'48"W 2438.29'
NE CORNER SECTION 32, T3S, R6E
PROPOSED 30' WIDE EASEMENT FOR PUBLIC UTILITIES
WAPITI WAY (66' WIDE)
EX. EDGE/WETLAND
EX. EDGE/WETLAND
EXISTING POND
PHASE I
UNIT 9
1.25 ACRES
PROPOSED DETENTION BASIN
NORTH LINE HERTLER & NISSLEY DRAIN
WEST LINE "ROLLING HILLS" CONDOMINIUM, RECORDED IN LIBER 2889, PAGE 773
RELEASE OF RIGHT-OF-WAY FOR DRAIN, LIBER 556, PAGE 29, AND LIBER 558, PAGE 33; WASHTENAW COUNTY RECORDS.
S01°01'24"W 883.74'
50'
UNPLATTED
PROPOSED FUTURE DEVELOPMENT
MATCHLINE - SEE SHEET 13
PATRICK L. HASTINGS, PROFESSIONAL SURVEYOR #37277
PROPOSED DATED: 2/28/20
MIDWESTERN CONSULTING
14
13102

Filed by Corporations Division Administrator Filing Number: 202024106890 Date: 01/10/2020

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

GALLERY POINTE ASSOCIATION

ID Number: 802402840

received by electronic transmission on January 10, 2020 ***, is hereby endorsed.***

Filed on January 10, 2020 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10th day of January, 2020.

Linda Clegg

Linda Clegg, Interim Director
Corporations, Securities & Commercial Licensing Bureau

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

GALLERY POINTE ASSOCIATION

ARTICLE II

The purpose or purposes for which the corporation is formed are:

(a) To manage and administer the affairs of and to maintain Gallery Pointe, a condominium (hereinafter called "Condominium");

(b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;

(j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium;

(k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and

(l) In furtherance of the foregoing, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The Corporation is formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):
None

The description and value of its personal property assets are (if none, insert "none"):

None

The corporation is to be financed under the following general plan:

Assessment of members

The Corporation is formed on a Membership basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: CRAIG WELCH
2. Street Address: 135 KEVELING DRIVE
   Apt/Suite/Other:
   City: SALINE
   State: MI Zip Code: 48176
3. Registered Office Mailing Address:
   P.O. Box or Street Address: 135 KEVELING DRIVE
   Apt/Suite/Other:
   City: SALINE
   State: MI Zip Code: 48176

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
C. KIM SHIERK	380 N. OLD WOODWARD AVENUE, SUITE 300, BIRMINGHAM, MI 48009 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI
EXISTENCE

THE TERM OF CORPORATE EXISTENCE IS PERPETUAL.

ARTICLE VII
MEMBERSHIP AND VOTING

THE QUALIFICATIONS OF MEMBERS, THE MANNER OF THEIR ADMISSION TO THE CORPORATION, THE TERMINATION OF MEMBERSHIP, AND VOTING BY SUCH MEMBERS SHALL BE AS FOLLOWS:

(A) THE DEVELOPER OF THE CONDOMINIUM AND EACH CO-OWNER OF A UNIT IN THE CONDOMINIUM SHALL BE MEMBERS OF THE CORPORATION, AND NO OTHER PERSON OR ENTITY SHALL BE ENTITLED TO MEMBERSHIP; EXCEPT THAT THE SUBSCRIBER HERETO SHALL BE A MEMBER OF THE CORPORATION UNTIL SUCH TIME AS HER MEMBERSHIP SHALL TERMINATE, AS HEREINAFTER PROVIDED.

(B) MEMBERSHIP IN THE CORPORATION (EXCEPT WITH RESPECT TO THE INCORPORATOR, WHO SHALL CEASE TO BE A MEMBER UPON THE RECORDING OF THE MASTER DEED) SHALL BE ESTABLISHED BY ACQUISITION OF FEE SIMPLE TITLE TO A UNIT IN THE CONDOMINIUM AND BY RECORDING WITH THE REGISTER OF DEEDS OF WASHTENAW COUNTY, MICHIGAN, A DEED OR OTHER INSTRUMENT ESTABLISHING A CHANGE OF RECORD TITLE TO SUCH UNIT AND THE FURNISHING OF EVIDENCE OF SAME SATISFACTORY TO THE CORPORATION (EXCEPT THAT THE DEVELOPER OF THE CONDOMINIUM SHALL BECOME A MEMBER IMMEDIATELY UPON ESTABLISHMENT OF THE CONDOMINIUM) THE NEW CO-OWNER THEREBY BECOMING A MEMBER OF THE CORPORATION, AND THE MEMBERSHIP OF THE PRIOR CO-OWNER THEREBY BEING TERMINATED. THE DEVELOPER'S MEMBERSHIP SHALL CONTINUE UNTIL NO UNITS REMAIN TO BE CREATED IN THE CONDOMINIUM AND UNTIL THE DEVELOPER NO LONGER OWNS ANY UNIT IN THE CONDOMINIUM.

(C) THE SHARE OF A MEMBER IN THE FUNDS AND ASSETS OF THE CORPORATION CANNOT BE ASSIGNED, PLEDGED, ENCUMBERED OR TRANSFERRED IN ANY MANNER EXCEPT AS AN APPURTENANCE TO HIS UNIT IN THE CONDOMINIUM.

(D) VOTING BY MEMBERS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE BYLAWS OF THIS CORPORATION.

ARTICLE VIII
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS

NO VOLUNTEER DIRECTOR OR VOLUNTEER OFFICER, AS THOSE TERMS ARE DEFINED IN ACT 162, PUBLIC ACTS OF 1982, AS AMENDED ("ACT"), SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER; PROVIDED THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER FOR ANY OF THE FOLLOWING: (I) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED; (II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS; (III) A VIOLATION OF SECTION 551 OF THE ACT; (IV) AN INTENTIONAL CRIMINAL ACT; AND, (V) A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE ACT. IF THE ACT HEREAFTER IS AMENDED TO AUTHORIZE THE FURTHER ELIMINATION OR LIMITATION OF THE LIABILITY OF DIRECTORS OR OFFICERS, THEN THE LIABILITY OF A DIRECTOR OR OFFICER OF THE CORPORATION, IN ADDITION TO THE LIMITATION ON PERSONAL LIABILITY CONTAINED HEREIN, SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY THE AMENDED ACT. NO AMENDMENT OR REPEAL OF THIS ARTICLE IX SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OF ANY DIRECTOR OR OFFICER OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OR OFFICER OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER IF ALL OF THE FOLLOWING APPLY: (I) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY; (II) THE VOLUNTEER WAS ACTING IN GOOD FAITH; (III) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT; (IV) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND (V) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, BEING SECTION 500.3135 OF THE MICHIGAN COMPILED LAWS.

Signed this 10th Day of January, 2020 by the incorporator(s).

Signature	Title	Title if "Other" was selected
C. Kim Shierk	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

○ Decline ● Accept

GALLERY POINTE
ESCROW AGREEMENT

THIS AGREEMENT is entered into this 15th day of February, 2020, between Gallery Park Homes, LLC, a Michigan limited liability company ("Developer"), and Stewart Title Guaranty Company ("Escrow Agent") through its duly designated representative for this purpose, Liberty Title Agency Inc.

WHEREAS, Developer has established or intends to establish as a residential Condominium Project under applicable Michigan law; and,

WHEREAS, Developer is selling Condominium Units in Gallery Pointe and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish such an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter "Purchaser") who makes deposits under a Purchase Agreement; and,

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, The Condominium Buyer's Handbook and the Disclosure Statement.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

A. **Upon Withdrawal by Purchaser.** The escrowed funds shall be released to Purchaser under the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 18 of the General Provisions thereof, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. **Upon Default by Purchaser.** In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten days after written notice by Developer to Purchaser, Escrow Agent shall release all sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built", are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be 'substantially complete" when all utility mains and leads, all major structural components of buildings, all building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as 'must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. **Release of Funds Escrowed For Completion of Incomplete Improvements.** Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. **Release of Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

F. **Other Adequate Security.** If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

G. **In the Event Elements or Facilities Remain Incomplete.** If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under §103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all statutorily required notices under '103b(7) of the Act.(ii) If Developer, Gallery Pointe Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under '103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, Gallery Pointe Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and Gallery Pointe Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under §103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. **Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete.** Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

4. **Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.41 01, et seq.

5. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

GALLERY PARK HOMES, LLC, a Michigan limited liability company, Developer

By: Craig A. Welch

Craig A. Welch, Manager
135 Keveling Drive
Saline, MI 48176
(734) 368-1999

STEWART TITLE GUARANTY COMPANY,
Escrow Agent

By: Liberty Title Agency, Inc., its authorized representative

By: ____________________
111 N. Main Street
Ann Arbor, Michigan 48104
(734) 665-6103

GALLERY POINTE

RESERVATION ESCROW AGREEMENT

WHEREAS, Stewart Title Guaranty Company ("Escrow Agent") through its duly designated representative for this purpose, Liberty Title Agency Inc., has expressed a willingness to act as Escrow Agent under Preliminary Reservation Agreements entered into between Gallery Park Homes, LLC, a Michigan limited liability company, as Developer of Gallery Pointe, a proposed Condominium Project, and various persons ("Depositors") who make deposits under said Preliminary Reservation Agreements; and

WHEREAS, all of said Preliminary Reservation Agreements require that cash deposits made thereunder be held by an Escrow Agent pursuant to the terms of this Reservation Escrow Agreement;

IT IS AGREED AS FOLLOWS:

1. Each Depositor shall pay to Escrow Agent simultaneously with the execution of a Preliminary Reservation Agreement the sum specified therein, which sum shall be retained in escrow by Escrow Agent until further notice from Developer or Depositor or both.

2. In the event that Developer or Depositor, with simultaneous notice to the other, notifies Escrow Agent at any time to refund to Depositor the reservation deposits held under a Preliminary Reservation Agreement, then Escrow Agent shall forthwith pay said sums to Depositor and the Preliminary Reservation Agreement shall then terminate and all liability of Escrow Agent hereunder and thereunder shall thereby be discharged.

3. In the event that Developer and Depositor notify Escrow Agent to apply the deposit held under a Preliminary Reservation Agreement toward sums payable to Escrow Agent under any other Purchase Agreement or Escrow Agreement which may hereafter come into existence to which Developer, Depositor and Escrow Agent are also parties, then Escrow Agent shall so apply said deposit and this Agreement shall thereupon terminate and Escrow Agent shall be discharged of all further liability hereunder.

4. If Developer requests that all of the escrowed funds hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all sums to Developer in the event that Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

5. All written notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by ordinary first class mail or by registered or certified mail, postage prepaid, and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or to a Preliminary Reservation Agreement.

GALLERY PARK HOMES, LLC,
a Michigan limited liability company, Developer

By: Craig A. Welch
Craig A. Welch, Manager
135 Keveling Drive
Saline, Michigan 48176
(734) 470-6647

STEWART TITLE GUARANTY COMPANY ("Escrow Agent") through its duly designated representative for this purpose, Liberty Title Agency Inc.

By: ______________________

111 N. Main Street
Ann Arbor, Michigan 48104
(734) 665-6103

Dated: February 10, 2020