



ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Gallery Pointe, Washtenaw County Condominium Subdivision Plan No. 476. 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

MASTER DEED
GALLERY POINTE

(17)
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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:

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 20211615

Time Submitted for Recording
Date 3-16-2020 Time 11:49pm
Lawrence Kestenbaum
Washtenaw County Clerk/Registrar

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

01238983.DOC 1

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, Washenaw 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, Washenaw 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, Washenaw 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, Washenaw 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, Washenaw County, Michigan and containing 1.25 acres of land, more or less.

Parcel's L-12-32-100-01, L-12-32-200-01 and L-12-32-200-02 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 office of the Washenaw 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 materials, 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. Whenever 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(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 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 Washenaw 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 Washenaw 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 hereunder, 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 property 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 Points, 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 each 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 ties 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 benefiting 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. Lighting fixtures shall be maintained, repaired and replaced by the Association. All site 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 thereof 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) 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 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 "Expendable 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°38'58" E 627.00 feet along said North line to the North ½ 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 Southernly 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 8.90 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°48'53" 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 Herlihy & 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 VIII 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 recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

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 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 and 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** herein, recorded in the Washitanaw 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 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 Washenaw County Records. All of the Co-owners and mortgages 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 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 Washienaw 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 conveying 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 Washienaw 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. Mortgage Consent. Amendments shall require the approval of the first mortgages of record only in accordance with Section 90a of the Act. The notice required to be mailed to first mortgages under Section 90a of the Act shall be sent to first mortgages 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 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 Washitaw 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)
COUNTY OF WASHTENAW) SS.

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.
360 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 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

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 Washenaw 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 mortgage 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 mortgages, 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 mortgages, 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 tenable, 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 tenable, 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(c) 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 mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgage 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 assessment or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) 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 Mortgage 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 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 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:

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 than 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 officers 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's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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 action or any other matter or thing 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.



















