



MASTER DEED

DORSEY ESTATES I

This Master Deed is made and executed on this 17th day of January, 2024, by Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 13 North Washington Street, Ypsilanti, Michigan 48197, 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 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 Dorsey Estates I as a Condominium Project under the Act and does declare that Dorsey Estates I (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, and any person acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Time Submitted for Recording
Date 1/29/2024 Time 12:30
Lawrence Kestenbaum pm
Washtenaw County Clerk/Register

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 803551714F
1/29/24



ARTICLE I**TITLE AND NATURE**

The Condominium Project shall be known as Dorsey Estates I, Washtenaw County Condominium Subdivision Plan No. 739. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is a separate building site, designed to contain a single residence and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a public right-of-way. 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 as are designated by the Master Deed.

ARTICLE II**LEGAL DESCRIPTION**

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

(AREA A)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 534.06 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 106.64 feet along the Easterly right-of-way line of N. Park Street (66' wide) to the POINT OF BEGINNING;

thence along the Southerly right-of-way line of Dorsey Avenue (variable width) in the following four (4) courses: 1) S89°20'00"E 71.55 feet 2) 81.15 feet along the arc of a tangential curve to the right, radius 112.00 feet, central angle 41°30'47", long chord S68°34'37"E 79.39 feet 3) S47°49'13"E 278.91 feet 4) 18.06 feet along the arc of a tangential curve to the left, radius 148.00 feet, central angle 06°59'35", long chord S51°19'01"E 18.05 feet;

thence S33°40'40"W 47.11 feet;

thence 20.53 feet along the arc of a tangential curve to the right, radius 12.00 feet, central angle 98°00'10", long chord S82°40'45"W 18.11 feet;

thence N48°20'23"W 26.83 feet;

thence N47°51'58"W 270.00 feet;

thence N60°47'48"W 14.43 feet;

thence N82°57'53"W 30.19 feet;

thence N89°20'20"W 60.00 feet;

thence N00°40'00"E 59.50 feet along said Easterly line of N. Park Street to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.591 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

(AREA B)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a

subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00"W 368.82 feet along the Westerly right-of-way line of N. Grove Street (66' wide); thence N89°20'00"W 80.00 feet along the Southerly right-of-way line of Dorsey Avenue (variable width); thence S00°40'00"W 173.50 feet along the Easterly right-of-way line of Dorsey Lane (variable width); thence N89°20'00"W 22.00 feet along the Southerly line of said Dorsey Lane; thence N00°40'00"E 28.83 feet along the Westerly right-of-way line of said Dorsey Lane; thence N89°20'00"W 5.00 along the Southerly right-of-way line of said Dorsey Lane feet to the POINT OF BEGINNING;

thence continuing N89°20'00"W 50.52 feet;

thence N57°44'24"W 9.33 feet;

thence N00°41'39"E 90.46 feet;

thence N48°17'16"W 32.55 feet;

thence N33°40'40"E 62.61 feet;

thence 45.92 feet along the arc of a non-tangential curve to the left, radius 148.00 feet, central angle 17°46'36", long chord S67°57'41"E 45.73 feet along the Southerly right-of-way line of said Dorsey Avenue;

thence 10.82 feet along the arc of a reverse curve to the right, radius 8.00 feet, central angle 77°30'59", long chord S38°05'30"E 10.02 feet along said Westerly right-of-way line of Dorsey Lane;

thence continuing along said Westerly right-of-way line S00°40'00"W 144.74 feet to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.228 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

(AREA C)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 369.04 feet along the Southerly right-of-way line of High Street (66' wide) to the POINT OF BEGINNING;

thence S00°40'00"W 93.71 feet;

thence S42°10'47"W 9.95 feet;

thence 92.82 feet along the arc of a non-tangential curve to the left, radius 148.00, central angle 35°56'00", long chord N71°22'00"W 91.31 feet along the Northerly right-of-way line of Dorsey Avenue (66' wide);

thence continuing along said Northerly right-of-way line N89°20'00"W 71.55 feet;

thence N00°40'00"E 70.64 feet along the Easterly right-of-way line of N. Park Street (66' wide);

thence N89°50'50"E 165.02 feet along said Southerly right-of-way line of High Street to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.293 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

(AREA D)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 291.00 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 117.00 feet; thence S82°44'07"E 24.87 feet to the POINT OF BEGINNING;

thence continuing S82°44'07"E 23.84;

thence S48°35'19"E 140.85 feet;

thence N40°01'36"E 5.00 feet;

thence S48°09'27"E 5.00 feet;
thence S38°16'51"E 46.05 feet;
thence S00°40'00"W 10.28 feet;
thence S42°10'47"W 62.43 feet;
thence 17.12 feet along a non-tangential curve to the right, radius 112.00 feet, central angle 09°04'03", long chord N52°21'15"W 17.71 feet along the Northerly right-of-way line of Dorsey Avenue (variable width);
thence continuing along said Northerly right-of-way line N47°49'13"W 199.78 feet;
thence N42°10'47"E 58.60 feet to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.364 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

Together with and subject to all easements and restrictions of record and all governmental limitations and together with the easements for use of the pocket park, roads and walkways in the adjacent condominium development known as Dorsey Estates 2 recorded in Liber 5543, at Page 600 Washtenaw County Records.

11-11-09-111-002

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 any other rules and regulations of Dorsey Estates I 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 Dorsey Estates I as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means Dorsey Estates I 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 corporation bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. City. "City" shall mean the City of Ypsilanti, Michigan.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.



Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, licenses, rights and appurtenances belonging to Dorsey Estates I as described above.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Dorsey Estates I as a Condominium Project established in conformity with the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Dorsey Estates I as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Washtenaw County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 11. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer or an affiliate owns any Unit which it offers for sale and for so long as the Developer or an affiliate 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 development within a five mile radius of the Condominium.

Section 12. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, 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 13. Developer. "Developer" means Renovare Ypsilanti 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. Developer as used herein shall not, however, include the term "Successor Developer" as defined in Section 135 of the Act.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created 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 which may be created are conveyed, whichever first occurs.

Section 15. 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 16. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the space constituting a single complete Unit in Meadows of Troy as such space may be described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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 to the plural shall also be included 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) **Electrical.** The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(b) **Telephone and Telecommunications.** The telephone and/or telecommunications system throughout the Project to the extent that it/they serve(s) all Units up to the point of the leads for the individual Units.

(c) **Gas.** The gas distribution system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(d) **Water System.** The water distribution system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(e) **Sanitary Sewer.** The sanitary sewer system throughout the Project to the extent that it serves all Units up to the point of the leads for the individual Units.

(f) **Easements.** All beneficial easements that may exist or may be created in the Master Deed or otherwise for the benefit of all Units, including without limitation, the access drive easements, parking easements and reciprocal easements described in the easement.

(g) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not located within the perimeter of a Unit and which

are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the mains for such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty 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 Co-owner of the Unit to which such Limited Common Elements are appurtenant. The Limited Common Elements, as of the date of the Master Deed, are those portions of the water and sanitary sewer leads servicing an individual Unit and the utility leads (electrical, telephone and telecommunications, and gas) and related equipment servicing an individual Unit, which shall be limited in its use to the Unit being serviced. No other Limited Common Elements have been identified as of the date of recording the Master Deed.

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

(a) Co-owner Responsibilities.

(i) Units and Limited Common Elements. Except as elsewhere provided in this Master Deed, each Co-owner individually shall be responsible for all decoration, maintenance, repair and replacement of the dwelling/buildings and other improvements located in the Co-owner's Unit (including the roof and building structure located within the Co-owner's Unit) and for maintaining of all landscaping and mowing of the lawn located in the Co-owner's Unit. None of the Co-owners shall be individually responsible for maintenance, repair or replacement of any General Common Elements except as may be specifically provided in the Condominium Documents. Each Co-owner shall be responsible for the cost of usage of all utilities servicing the Co-owner's Unit. Each Co-owner shall maintain the dwelling and other improvements located in the Co-owner's Unit in compliance with all applicable laws, rules, ordinances, codes and regulations.

(ii) Utility Services. All costs of electricity, natural gas, water, sanitary sewer, cable television, telephone, and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All costs of maintaining, repairing and replacing utility leads shall also be borne by the Co-owner of the Unit serviced by the leads.

(b) Association Responsibilities. Except with respect to the storm water sewer system, the responsibility for the maintenance, repair and replacement of all General Common Elements, including the General Common Element utilities (to the extent not maintained by a governmental agency or public utility), shall be borne by the Association on behalf of the Co-owners.

Section 4. Storm Water Sewer. Pursuant to the PUD Agreement (defined below), once constructed, the repair, replacement and maintenance of the storm water sewer system that benefits the Condominium, including without limitation the detention pond and access drive to same, shall be owned and maintained by the City.

Section 5. 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 6. 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 paragraph with reference to the Condominium Subdivision Plan of Dorsey Estates I as prepared by Midwestern Consulting and attached hereto as Exhibit B. Each Unit is designated as a separate residential building site to contain a dwelling and related appurtenances and shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

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

ARTICLE VI

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. All Units and Common Elements have been designated on the Condominium Subdivision Plan as "Convertible Areas" within which: (a) the individual Units may be expanded or reduced in size, otherwise modified and/or relocated; and (b) General and Limited Common Elements may be created, constructed, expanded or reduced in size, otherwise modified and/or relocated. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. The Developer's Right to Modify Units and/or Common Elements. Subject to the prior approval of the City of Ypsilanti, the Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording hereof, to enlarge, extend, diminish and/or relocate Units, and to construct private amenities on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The Developer shall also be entitled to convert General Common Elements into Limited Common Elements as it, in its sole discretion, may determine. The precise number, nature, size and location

of Unit and/or Common Element conversions, extensions and/or reductions of Units and/or amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals. Any private amenity other than a Unit 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.

Section 5. Amendment of Master Deed and Modification of Percentages of Value. Such conversion 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 6. 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 Units. 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 in the adjacent Condominium, Dorsey Estates 2.

Section 7. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 10 of this Master Deed) may 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 the previously recorded Master Deed and all amendments thereto.

Section 8. 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 this Article VI, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such

amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 33 Units and the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units by the withdrawal of all or portion or portions of the land described as follows:

Land in the City of Ypsilanti, Washtenaw County, Michigan described as follows:

Dorsey Estates 1 - Contractible Area 1 – Units 1-2

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 534.06 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 106.64 feet along the Easterly right-of-way line of N. Park Street (66' wide) to the POINT OF BEGINNING;

thence S89°20'00"E 62.50 feet along the Southerly right-of-way line of Dorsey Avenue (variable width);

thence S00°40'00"W 59.78 feet;

thence N82°57'53"W 2.52 feet;

thence N89°20'00"W 60.00 feet;

thence N00°40'00"E 59.50 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 9 and containing 0.085 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

And:

Dorsey Estates 1 - Contractible Area 2 – Units 6-7

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 534.06 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 106.64 feet along the Easterly right-of-way line of N. Park Street (66' wide); thence along the Southerly right-of-way line of Dorsey Avenue (variable width) in the following three (3) courses: (1) S89°20'00"E 71.55 feet; (2) 81.15 feet along the arc of a tangential curve to the right, radius 112.00 feet, central angle 41°30'47", long chord S68°34'37"E 79.39 feet; and (3) S47°49'13"E 27.21 feet to the POINT OF BEGINNING;

thence continuing along said Southerly right-of-way line of Dorsey Avenue S47°49'13"E 60.00 feet;

thence S42°10'47"W 59.65 feet;

thence N47°51'58"W 60.00 feet;

thence N42°10'47"E 59.70 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 9 and containing 0.082 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

And:

Dorsey Estates 1 - Contractible Area 3 – Units 9-12

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 534.06 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 106.64 feet along the Easterly right-of-way line of N. Park Street (66' wide); thence along the Southerly right-of-way line of Dorsey Avenue (variable width) in the following three (3) courses: (1) S89°20'00"E 71.55 feet; (2) 81.15 feet along the arc of a tangential curve to the right, radius 112.00 feet, central angle 41°30'47", long chord S68°34'37"E 79.39 feet; and (3) S47°49'13"E 117.21 feet to the POINT OF BEGINNING;

thence continuing along said Southerly right-of-way line of Dorsey Avenue S47°49'13"E 120.00;

thence S42°10'47"W 59.53 feet;

thence N47°51'58"W 120.00 feet;

thence N42°10'47"E 59.63 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 9 and containing 0.164 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

And:

Dorsey Estates 1 - Contractible Area 4 – Units 20-25

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 369.04 feet along the Southerly right-of-way line of High Street (66' wide) to the POINT OF BEGINNING;

thence S00°40'00"W 93.71 feet;

thence S42°10'47"W 9.95 feet;

thence 92.82 feet along the arc of a non-tangential curve to the left, radius 148.00 feet, central angle 35°56'00", long chord N71°22'00"W 91.31 feet along the Northerly right-of-way line of Dorsey Avenue (variable width);

thence continuing along said Northerly right-of-way line N89°20'00"W 71.55 feet;

thence N00°40'00"E 70.64 feet along the Easterly right-of-way line of N. Park Street (66' wide);

thence N89°50'50"E 165.02 feet said Southerly right-of-way line of High Street to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 9 and containing 0.293 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

And:

Dorsey Estates 1 - Contractible Area 5 – Units 26-27

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 291.00 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 117.00 feet; thence S82°44'07"E 24.87 feet to the POINT OF BEGINNING;

thence continuing S82°44'07"E 23.84 feet;

thence S48°35'19"E 34.82 feet;

thence S42°10'47"W 72.71 feet;

thence N47°49'13"W 54.37 feet along the Northerly right-of-way line of Dorsey Avenue (variable width);

thence N42°10'47"E 58.60 feet to the POINT OF BEGINNING. Being part of the NE 1/4

of said Section 9 and containing 0.087 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium 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 or longer as permitted by the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than seventeen.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

Section 5. Amendment of Master Deed and Modification of Percentages of Value. Such contraction 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 6. 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 Units. 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 in the adjacent Condominium, Dorsey Estates 2.

Section 7. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 10 of this Master Deed) may 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 the previously recorded Master Deed and all amendments thereto.

Section 8. 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 this Article VII, and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to

the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

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. Subject to the prior approval of the City, 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 shall be proportionately allocated to the resultant new Condominium Units 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, subject to the prior approval of the City:

(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. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Washtenaw County Register of Deeds.

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

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

Section 4. City Approval. All modifications contemplated by this Article VII shall be subject to the prior approval of the City of Ypsilanti.

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 structure, including without limitation roof over-hangs and egress windows, located within a Unit encroaches upon another Unit due to shifting, settling or moving of a building, or due to survey errors or construction or design deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of destruction.

Section 2. Easements and Developmental Rights Retained by Developer. The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to

utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Washtenaw County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

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

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. 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 during the Construction and Sales Period 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, unless the company is operated by the Developer as reserved in sub-paragraph (b), upon which event they shall be paid over to and shall be the property of the Developer.

(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 Unit, would be owned by the Developer. At all times the Developer provides any such services in the Project, the Communications Improvements will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Communications Improvements, in the event the Communications Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 6. Emergency Vehicle and Service Vehicle Access Easement. There shall exist and it is hereby granted for the benefit of the City of Ypsilanti, 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 City or such agencies. 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 IX

GOVERNMENT AGREEMENTS

Section 1. Planned Unit Development Agreement. The Condominium is subject to the terms of a certain Planned Unit Development Agreement entered into between Developer and the City of Ypsilanti, as amended and restated, and recorded in Liber 5526, at Page 347, Washtenaw County Records ("PUD Agreement"). In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Agreement, the City may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the City Council, or such other Council, body, or official delegated by the City Council, to allow Developer an opportunity to be heard as to why City should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing

notice and hearing requirements shall not be necessary in the event City determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the City Council, or the other Council, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by City in its discretion, City shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under City ordinances and/or state laws subject to the PUD Agreement.

Pursuant to the PUD Agreement, the Developer and all future Co-owners as to their respective Unit, and the Association as to the General Common Elements in the Condominium, shall maintain and preserve any and all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed open space), setbacks, storm drainage, detention and retention facilities and easements, and any other private Common Elements and improvements for or within the Condominium in good working order and appearance at all times and in accordance with the PUD Agreement. The Condominium is also subject to the PUD Documents (as defined in the PUD Agreement, and the regulations of the Condominium provided in the PUD Documents.

The ongoing obligations of the Developer set forth in the PUD Agreement with respect to a Unit shall automatically transfer to the individual Co-owner upon transfer of title to that Unit to the Co-owner. The ongoing obligations of the Developer set forth in the PUD Agreement with respect to the General Common Elements shall automatically transfer to the Association on the date of the Transitional Control Date.

Any changes to the PUD Agreement requires the prior written approval of the City.

Section 2. Community Benefits Agreement. The Condominium is also subject to a certain Community Benefits Agreement ("CBA") entered into between the Developer and the City dated July 25, 2022 wherein the Developer and City memorialize the Developer's agreement to restrict to affordable housing purposes the following:

- a. Four Units total shall be owned by and limited in use by Owners whose annual income is 40% Area Median Income for Washtenaw County as calculated by HUD.
- b. Eight Units total shall be owned by and limited in use to Owners whose annual income is 60% Area Median Income for Washtenaw County as calculated by HUD.
- c. Eleven units total shall be owned by and limited in use to Owners whose annual income is 80% Area Median Income for Washtenaw County as calculated by HUD.

All Units in the Condominium can only be owned by the Owner as that Owner's principal residence. Any changes to the CBA requires the prior written approval of the City.

Contact information for the City is as follows:
 Office of Economic Development
 City of Ypsilanti
 1 S. Huron
 Ypsilanti, MI 48197
 (734) 483-1100

Section 3. Historic District Requirements. A Certificate of Appropriateness has been issued by the City of Ypsilanti Historic District Commission ("HDC"), dated August 15, 2022,

wherein the HDC approved the materials, exterior designs and color palette proposed to meet the Secretary of the Interior's Standards for contemporary designs that shall be compatible with and not destroy significant original material. Any changes to the work approved by the HDC requires the prior written approval of the HDC.

Section 4. Affordable Housing Covenant. With respect to Units 1 through 15, inclusive, and Units 20 through 27, inclusive, (the "AHC Units") the Developer has executed a certain Affordable Housing Covenant ("AHC") dated September 15, 2023, recorded in Liber 4425, at Page 72 Oakland County Records, preserving through the AHC the affordability of AHC Units for persons of very low- and low-income, and to assign to the City the right to enforce compliance with the AHC. The method for calculating the original base sales prices of the AHC Units is set for in the AHC, in addition to the calculation of the AHC Units sales prices for all subsequent resales of the AHC Units.

The Owner and any buyer or transferee of the AHC Units, by acceptance of a deed therein, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement, be deemed to have consented to and accepted the terms, conditions, restrictions and limitations set forth in the AHC. The Owner, buyer or transferee of the AHC Unit shall execute such an acknowledgement and/or consent in writing with the City before any sale or transfer is valid. The acknowledgement and/or consent shall be recorded and a copy of the recorded acknowledgement and/or consent shall be provided to the City.

The AHC also requires that the AHC Units can only be owned by the Owner as that Owner's principal residence, as defined in the Michigan General Property Tax Act (MCL 211.7).

ARTICLE XI

PARTY WALL

Section 1. Party Wall. Any wall partition which is built as a part of the original construction of the building contained within a Unit and placed on the boundary line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. Repair and structural maintenance of any party wall placed on the boundary line between two Units shall be undertaken by the two Co-owners and the cost therefor borne equally by the Co-owners. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring and drywall plaster, shall be borne solely by the Co-owner who makes use of or solely benefits from such exterior.

Section 3. Destruction of Wall. If the party wall is damaged or destroyed by fire or other casualty, the two Co-owners directly affected shall restore the wall to substantially its condition prior to such casualty and the expense of such restoration shall be borne equally by the Co-owners.

Section 4. Co-owner Responsibility for Repair. In the event the party wall is

damaged or destroyed through the act or omissions of a Co-owner, its occupant or guest (whether or not such act or omission is negligent or otherwise culpable) so as to deprive the adjoining Co-owner of the full use and enjoyment of such wall, then the Co-owner (or its occupant or guest) causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the exterior, including damaged attachments of the party wall benefitting the other Co-owner. In the event of an emergency caused by a Co-owner, the other Co-owner shall have the right to undertake the repair as is reasonably necessary after providing the Co-owner causing the damage with notice of the need to repair within a time period that is reasonably necessary in light of the nature of the emergency, and the Co-owner causing the damage shall be obligated to reimburse the Co-owner undertaking the repair within thirty (30) days of receipt of the invoice therefor with the corresponding back-up.

Section 5. Right of Contribution. The right of any Co-owner to contribution from the other Co-owner under this Article shall be appurtenant to the land and shall pass to such Co-owner's successors in title.

Section 6. Modification of the Party Wall. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, a Co-owner proposing to modify, make additions to or rebuild improvements in its Unit in any manner which requires any alteration of the party wall shall first obtain the written consent of the other Co-owner to such modification of the party wall, and is subject to approval by the City.

Section 7. Easement. Each Co-owner shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of a Unit and to enter a Unit to undertake its respective installation, maintenance, repair and replacement obligations set forth in this Article XI.

ARTICLE XII

AMENDMENT

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

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

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

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the

purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

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

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

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 XIII

ASSIGNMENT

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

ARTICLE XIV

HUD PROVISION

Notwithstanding any other provisions of the Master Deed or the Bylaws to the contrary, for so long as a Unit is the subject of agreement with, lien of, or restriction by the U.S. Department of Housing and Urban Development ("HUD"), including, but not limited to, any use agreements, regulatory agreement or Housing Assistance Payments Contract, to the extent that any requirement, restriction, obligation or duty contained in the Master Deed or Bylaws and applicable to a Unit, the Co-owner of a Unit, or any subsequent Co-owner of a Unit (including without limitation, the U.S. Department of Housing and Urban Development as mortgagee in possession), conflicts with "Program Obligations" (as hereinafter defined), the restrictions, terms and requirements of Program Obligations shall govern. For purposes of the foregoing, "Program Obligations" shall mean (1) all agreements between the Co-owner of a Unit and HUD, and all agreements, covenants and encumbrances including those recorded in the land records for the benefit of HUD and applicable to a Unit (collectively "HUD Agreements"); (2) all applicable statutes (including without limitation the federal Anti-Deficiency Act), and any regulations issued by HUD pursuant thereto that apply to a Unit, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process; and (3) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to a Unit, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment

rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to a Unit only to the extent that they interpret, clarify and implement terms in HUD Agreements rather than add or delete provisions from such documents.

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RENOVARE YPSILANTI HOMES, LLC,
a Michigan limited liability company

By: *Shannon Morgan*
shannon morgan
Its: Manager

STATE OF MICHIGAN)
COUNTY OF *Wayne*) SS.

On this *17th* day of *January*, 2024 in *Wayne* County, Michigan, the foregoing Master Deed was acknowledged before me by *Shannon Morgan* the Manager of Renovare Ypsilanti Homes, LLC, a Michigan limited liability company, on behalf of the company.

AMY L. WESS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 20, 2024
ACTING IN COUNTY OF

Wayne

Amy L. Wess
Amy L. WESS
Notary Public, County of *Wayne*, Michigan
My commission expires: *3-20-24*
Acting in the County of *Wayne* of
Michigan

Master Deed drafted by:

C. Kim Shierk, of
Williams Williams Rattner & Plunkett, P.C.
380 North Old Woodward Avenue, Suite 300
Birmingham, Michigan 48009

When recorded, return to drafter

DORSEY ESTATES I**EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

Dorsey Estates I, a residential Condominium Project located in the City of Ypsilanti, 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 Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership 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 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 the aforesaid 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 the General Common Elements that must be replaced on a periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in 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 noncumulative 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 said year shall be established based upon said 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: (a) to pay the costs of operation and management of the Condominium, (b) to provide repairs and replacements to those existing Common Elements for which the Association has repair or replacement responsibilities, or (c) to provide additions to the Common Elements not exceeding \$8,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. 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 subsection (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 \$8,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 4 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which 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 except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with

acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit or Units as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorneys' fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association or to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to

deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

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

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder or purchaser acquires title to the Unit.

Section 8. Developer's Responsibility for Assessments. The Developer of the Condominium, even though a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to occupied Units that it owns. The Developer, however, shall independently pay all direct costs of maintaining Units for which it is not required to pay monthly maintenance assessments. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall not be responsible at any time for payment of said 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. Any assessments levied by the Association against the Developer for other purposes shall be void without the Developer's consent. 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 certificate of occupancy has been issued by the City of Ypsilanti.

Section 9. 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 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. 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 12. 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 the 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 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. Responsibilities of Co-owners.

(a) Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of the Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project and the Association shall have no liability to any person for failure to do so. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for Co-owner's personal liability for occurrences within the perimeter of Owner's Unit, and also for any other personal insurance coverage that the Co-owner wishes to carry, and the Association shall also have absolutely no responsibility for obtaining such coverages. Each Co-owner shall deliver certificates of insurance to the Association from time to time, if requested by the Association, to evidence the continued existence of all insurance required to be maintained by the Co-owner

(b) Upon request of the Association, the Co-owners shall furnish to the Association certificates of insurance evidencing the type and amount of coverages set forth in this Section 1 and a provision that there will be no cancellation, reduction or non-renewal without giving the Association at least thirty (30) days prior written notice thereof. All insurance maintained in accordance herewith shall contain a waiver of subrogation against the other Co-owners and the Association, shall name the Association as an additional insured.

Section 2. Responsibilities of Association. The Association is authorized to carry liability insurance covering acts of the Association and its Board of Directors in such amounts as the Association shall deem appropriate.

Section 3. Premium Expenses. All premiums upon insurance purchased by the Co-owners shall be borne entirely by that Co-owner.

ARTICLE V

RECONSTRUCTION AND REPAIR

Section 1. Co-owner Responsibilities. Each Co-owner shall be responsible for all maintenance, repair and replacement required within the Co-owner's Unit, including without limitation the dwelling/buildings located within the Co-owner's Unit. If any of the dwellings/buildings are damaged by fire or other casualty (whether insured or not), the Co-owner upon whose Unit such dwelling/building is located shall, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

- (i) such Co-owner shall repair or restore the dwelling/building so damaged to a complete structure, such repair or restoration to be performed in accordance with all applicable provisions of the Condominium Documents; or,
- (ii) such Co-owner shall erect another building in such location, such construction to be performed in accordance with all applicable provisions of the Condominium Documents.

Within one hundred twenty (120) days from the date of the casualty, such Co-owner shall give notice to each other Co-owners and the Association of which alternative it elects.

Section 3. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon 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, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the General Common Elements.

(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 based upon the continuing equal value of Units in the Condominium totaling 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.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Notification of Holders, Insurers and Guarantors of First Mortgages. In the event any first mortgage in the Condominium is held, guaranteed or insured and such holder, guarantor or insurer so requests in writing (stating its name, address and applicable mortgaged Unit number) to the Association, the Association shall give timely written notice to such requesting party of the following: (a) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit and dwelling securing such mortgage; (b) any 60-day delinquency in the payment of assessments or charges owed to the Association with respect to the Unit and dwelling securing such mortgage; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

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

ARTICLE VI

RESTRICTIONS

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

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

Section 2. Leasing and Rental. No Units in Dorsey Estates I are permitted to be rented, leased or otherwise occupied by anyone who is not the Owner of the Unit or member of the Owner's immediate family. Co-owners are also expected to submit for approval the following: (i) the Principal Residence Exemption (MCL 211.7cc(2)) and (ii) the Homestead Property Tax Credit (MCL 600.6023).

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors of the Association and of the Developer during the Construction and Sales Period, including, without limitation, exterior painting or the erection of lights, antennas, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards, home video monitoring equipment, or other exterior attachments or modifications. No Co-owner shall in any way disturb or restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

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

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: Any sound condition measures that may be adopted by the Association from time to time.

Satellite dish and antennae may not be mounted or placed on any General Common Element. Notwithstanding the foregoing restriction, the following three (3) types and sizes of antennas may be installed in the Unit or on Limited Common Element area for which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antenna. Such

rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roofline without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 3 and all rules and regulations regarding installation and placement of antennas, installation may begin immediately. If the installation will not comply, or is in any way not routine in accordance with this Section 3 and the rules and regulations, then the Board of Directors and Co-owner shall meet promptly and within seven (7) days, if possible, after receipt of the notice by the Board of Directors to discuss the installation. This Section is intended to comply with the rules governing antennas adopted by the Federal Communications Commission ("FCC") effective October 14, 1996, as amended, and is subject to review and revision to conform to any changes in the FCC rules.

Section 4. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner and must be used in compliance with the 2012 National Fire Code (and any future amendment of the National Fire Code) which, among other things, prohibits the operation of a grill on combustible balconies or within 10 feet of combustible construction. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of (but not the maintenance of) firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time in the Project, and any animal shall at all times be leashed and attended by some responsible person while outside. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or any Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem

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

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Architectural Policies and Procedures or other duly adopted rules and regulations of the Association. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercrafts, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car(s) in the garage space provided therefor and shall park any additional car which he owns in the driveway immediately adjacent to the Co-owner's garage, to the extent a driveway is large enough for parking of a car without the car extending over the sidewalk and/or the street. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives or streets, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any of the streets in the Condominium is subject to City ordinance. Notwithstanding the foregoing, Co-owners shall be entitled occasionally, but not more frequent than once per month, to park a motor home or trailer in the Co-owner's driveway 24 hours before and after its use, for loading and unloading only, without obtaining the prior approval of the Association provided there is adequate space to park the motor home or trailer without extending over a sidewalk and/or the street. The Association

shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Rules and Regulations. It is intended that the Architectural Policies and Procedures or other rules and regulations as may be adopted by the Board of Directors of the Association from time to time will reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 9. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the General Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit, which shall include the right to repair utilities and provide heat, water and/or storm water drainage for the benefit of another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. This provision, in and of itself, shall not be construed to permit access to the interiors of dwellings.

Section 10. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-owner pursuant to this Section 11, in addition to all landscaping located in the Co-owner's Unit, shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

Section 11. Maintenance. Sidewalks, yards, landscaped areas, driveways and the road shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 12. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, satellite and cable connections, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner

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

Section 13. Reserved Rights of Developer.

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

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, sales trailer, a business office, two (2) sales trailers for marketing and/or construction purposes, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

(c) **Enforcement of Condominium Documents.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-

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

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

Section 14. No Warranty on Existing Trees and Vegetation. THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE IS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT WHICH DIES OR SUFFERS DAMAGE DURING THE CONSTRUCTION AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN THE CO-OWNER'S UNIT OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH WHICH IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 15. General. The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI due to natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 16. Department of Veterans Affairs Financing. To the extent that any provision set forth in the Master Deed or these Bylaws regarding leasing or a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States

Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

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

ARTICLE VII

MORTGAGES

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

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

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

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

Section 5. Notice to City and County. As for Units 1 through 15, inclusive, and Units 20 through 27, inclusive, any Co-owner who mortgages his Unit shall also notify the City of Ypsilanti and the County of Washtenaw of the name and address of the mortgagee at the addresses as follows:

City of Ypsilanti
Office of Economic Development
1 S Huron Street
Ypsilanti, MI 48197

County of Washtenaw
Office of Community and Economic Development
415 W. Michigan Ave
Ypsilanti, MI 48197

ARTICLE VIII

VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns. If, however, the Developer elects to designate a Director pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Director.

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote and the electronic vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. All Co-owners participating by remote communication shall be counted towards quorum.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Proxies must be in writing signed by the designated voting representative and any written votes and any Co-owners intending to participate remotely and any electronic votes, must be filed such vote or intention with the secretary of the Association at or before the appointed time of each meeting of the members of the Association.

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

ARTICLE IX

MEETINGS

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

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

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the Co-owners presented to the Secretary of the Association. Notice

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

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

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

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

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

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

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

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

- (a) the identity of the person communicating remotely can be verified.
- (b) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (c) votes or action by means of remote communication are recorded.

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

Section 12. Electronic Voting. Electronic voting is permitted.

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least two non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. A chairperson for the Committee shall be selected by the members of the Committee. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors shall hold office until their successors are elected and hold their first meeting.

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

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and conveyed equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection

(b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subparagraph (i).

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

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the

Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

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

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 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. THE DEVELOPER HAS THE RIGHT TO DISAPPROVE ANY DECISION BY THE BOARD OF DIRECTORS TO SELF-MANAGE THE PROJECT WITHOUT THE BENEFIT OF A PROFESSIONAL MANAGEMENT SERVICE. THE DISAPPROVAL RIGHT SHALL END WHEN THE CONSTRUCTION AND SALES PERIOD EXPIRES.

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 Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote 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 paragraph 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 further 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 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 two 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 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 sixty percent (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: (i) provisions of the Condominium Master Deed and Bylaws and (ii) 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 sixty percent (60%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

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

- (1) the identity of the person communicating remotely can be verified.
- (2) measures are in place so that the remote caller is able to participate in and hear the proceedings.
- (3) votes or action by means of remote communication are recorded.

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

Section 17. Electronic Voting. Electronic voting is permitted.

ARTICLE XII

OFFICERS

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

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

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

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

(d) **Treasurer.** The Treasurer shall have responsibility for the Association'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 applicable federal deposit insurer 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 1/3 or more of the Co-owners by instrument in writing signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Unit Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a 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 (but not inside the dwelling), 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 violation in accordance with the provisions of 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 aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 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 said Co-owner at the address as shown in the Notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws. The Co-owner shall

have fourteen (14) days from delivery of the notice to correct the violation.

(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 these 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 remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the

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

ARTICLE XXII

SEVERABILITY

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

ARTICLE XXIII

FAIR HOUSING ADMINISTRATION RULES

The Association and its agents are obligated to comply with all federal, state, and local fair housing laws. The Association and its agents will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws.

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WASHTENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 7391

EXHIBIT B TO THE MASTER DEED OF DORSEY ESTATES I

A SITE CONDOMINIUM LOCATED IN THE NORTHEAST 1/4 OF SECTION 9, CITY OF YPSILANTI, WASHTENAW COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS

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

DEVELOPER:
RENOVARE YPSILANTI HOMES, LLC
13 NORTH WASHINGTON STREET
YPSILANTI, MI 48197
TEL: (313) 348-7236
CONTACT: JILL FERRARI

SURVEYOR:
MIDWESTERN CONSULTING L.L.C.
3815 PLAZA DRIVE
ANN ARBOR, MI 48108
TEL: (734) 995-0200
CONTACT: MARK VANDER VEEN

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 2. COMPOSITE SURVEY PLAN
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 4. SURVEY & EASEMENT PLAN - FRANCHISE & SIGN - UNITS 15-19
 5. EASEMENT PLAN - STORM SEWER & WATER - UNITS 1-14, 20-33
 6. EASEMENT PLAN - STORM SEWER, SANITARY & WATER - UNITS 15-19
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 9. UTILITY PLAN - UNITS 1-14, 20-33
 10. UTILITY PLAN - UNITS 15-19

LEGAL DESCRIPTION

(AREA A)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 534.06 feet along the Southerly right-of-way line of High Street (66' wide); thence S00°40'00"W 106.64 feet along the Easterly right-of-way line of N. Park Street (66' wide) to the POINT OF BEGINNING;

thence along the Southerly right-of-way line of Dorsey Avenue (variable width) in the following four (4) S89°20'00"E 71.55 feet, 2) 81.15 feet along the arc of a tangential curve to the right, radius 112.00 feet, central angle 41°30'47", long chord S68°34'37"E 79.39 feet, 3) S47°49'13"E 278.91 feet, 4) 18.08 feet along the arc of a tangential curve to the left, radius 148.00 feet, central angle 05°59'35", long chord S51°19'01"E 18.05 feet;

thence S33°40'40"W 47.11 feet;

thence 20.53 feet along the arc of a tangential curve to the right, radius 12.00 feet, central angle 98°00'10", long chord S82°40'45"W 18.11 feet;

thence N48°20'23"W 26.83 feet;

thence N47°51'58"W 270.00 feet;

thence N60°47'48"W 14.43 feet;

thence N82°57'53"W 30.19 feet;

thence N89°20'20"W 60.00 feet;

thence N00°40'00"E 59.50 feet along said Easterly line of N. Park Street to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.381 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

(AREA B)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S00°40'00"W 368.82 feet along the Westerly right-of-way line of N. Grove Street (66' wide); thence N89°20'00"W 80.00 feet along the Southerly right-of-way line of Dorsey Avenue (variable width); thence S00°40'00"W 173.50 feet along the Easterly right-of-way line of Dorsey Lane (variable width); thence N89°20'00"W 22.00 feet along the Southerly line of said Dorsey Lane; thence N00°40'00"E 28.83 feet along the

Westerly right-of-way line of said Dorsey Lane; thence N89°20'00"W 5.00 along the Southerly right-of-way line of said Dorsey Lane feet to the POINT OF BEGINNING;

thence continuing N89°20'00"W 50.52 feet;

thence N57°44'24"W 9.33 feet;

thence N00°41'39"E 90.46 feet;

thence N48°17'16"W 32.55 feet;

thence N33°40'40"E 62.61 feet;

thence 45.92 feet along the arc of a non-tangential curve to the left, radius 148.00 feet, central angle 17°46'36", long chord S67°57'41"E 45.73 feet along the Southerly right-of-way line of said Dorsey Avenue;

thence 10.82 feet along the arc of a reverse curve to the right, radius 8.00 feet, central angle 77°30'59", long chord S38°05'30"E 10.02 feet along said Westerly right-of-way line of Dorsey Lane;

thence continuing along said Westerly right-of-way line S00°40'00"W 144.74 feet to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.228 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

(AREA C)

Commencing at the NE corner of Lot 60 of "Gilberts Addition" to the City of Ypsilanti, a subdivision part of the East 1/2 of Section 9, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan, as recorded in Liber 45, Page 153, Washtenaw County Records; thence S89°50'50"W 369.04 feet along the Southerly right-of-way line of High Street (66' wide) to the POINT OF BEGINNING;

thence S00°40'00"W 93.71 feet;

thence S42°10'47"W 9.95 feet;

thence 92.82 feet along the arc of a non-tangential curve to the left, radius 148.00, central angle 35°56'00", long chord N71°22'00"W 91.31 feet along the Northerly right-of-way line of Dorsey Avenue (66' wide);

thence continuing along said Northerly right-of-way line N89°20'00"W 71.55 feet;

thence N00°40'00"E 70.84 feet along the Easterly right-of-way line of N. Park Street (66' wide);

thence N89°50'50"E 165.02 feet along said Southerly right-of-way line of High Street to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 9 and containing 0.293 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

NOTE:

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

MARK VANDER VEEN, PROFESSIONAL SURVEYOR #4001056788
PROPOSED DATED: 02/02/23

Mark Vander Veen



JOB No.	21264	DATE:	11/29/22
REVISIONS:		SHEET:	1 OF 10
DESIGN ATTORNEY REVIEW	11/29/23	CAPO KM	
DESIGN CHANGES	11/29/23	ENG: NTH	
		CHK: KM	
		TECH: KM	
		21264_C001	

DORSEY ESTATES I

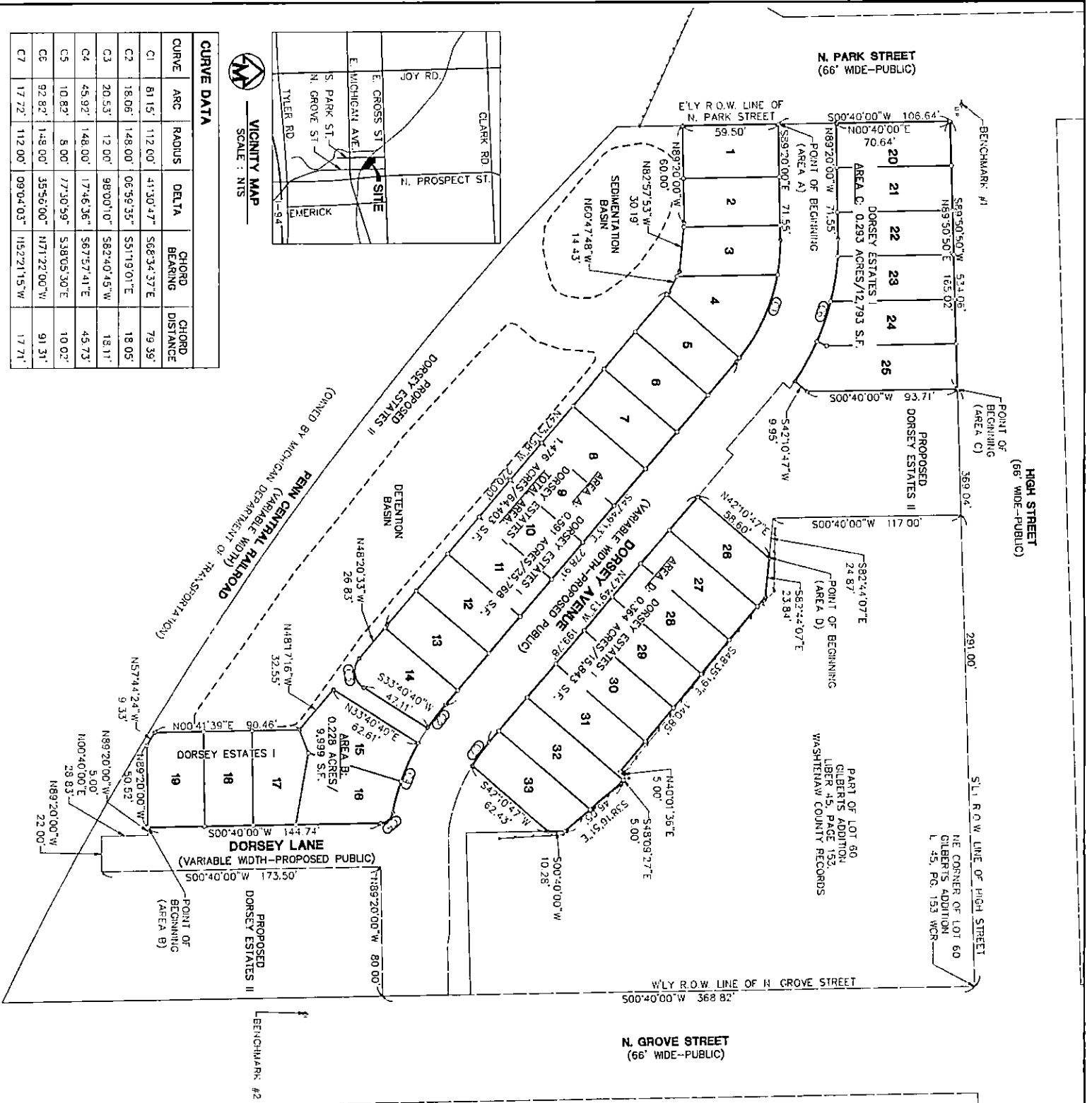
EXHIBIT "B" TO THE MASTER DEED

COVER SHEET



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M:\24\12164\21264\21264-00561\21264-0501.dwg, 1/27/2024 3:23 PM, User: J. VALENTI, 2 COMPOSITE SURVEY PLAN, MLLC PDF PLOT



BENCHMARKS

BENCHMARK #1: SET COTTON SPRINGLE IN NORTHWEST FACE UTILITY POLE WEST LIGHT AT THE SOUTHEAST QUAD OF N PARK AND HIGH ELEVATION = 774.41' (NAVD88)

BENCHMARK #2: WITH BOLT ON FIRE HYDRANT WEST SIDE OF NORTH GROVE STREET #65' SOUTH OF CENTERLINE LOCUST STREET ELEVATION = 720.25' (NAVD88)

LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- LIMITS OF OWNERSHIP (UNIT)
- DORSEY ESTATES I
- DORSEY ESTATES II
- CURVE IDENTIFICATION
- RIGHT-OF-WAY
- EXISTING FENCE
- EXISTING GUARDRAIL

SURVEYOR'S CERTIFICATE

I, MARK VAIDER VEEN, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHTEENAW COUNTY CONDORINIUM SUBDIVISION PLAN NO. 236, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION;

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED;

THAT THE REQUIRED MONUMENTS AND IRON MARKERS SHALL BE PLACED WITHIN ONE (1) YEAR FROM DATE OF RECORDING AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED;

FEBRUARY 2, 2023

Mark Vaider Veen

MARK VAIDER VEEN, PROFESSIONAL SURVEYOR #A001056738
MIDWESTERN CONSULTING L.L.C.
3815 PLAZA DRIVE, ANN ARBOR, MICHIGAN 48108

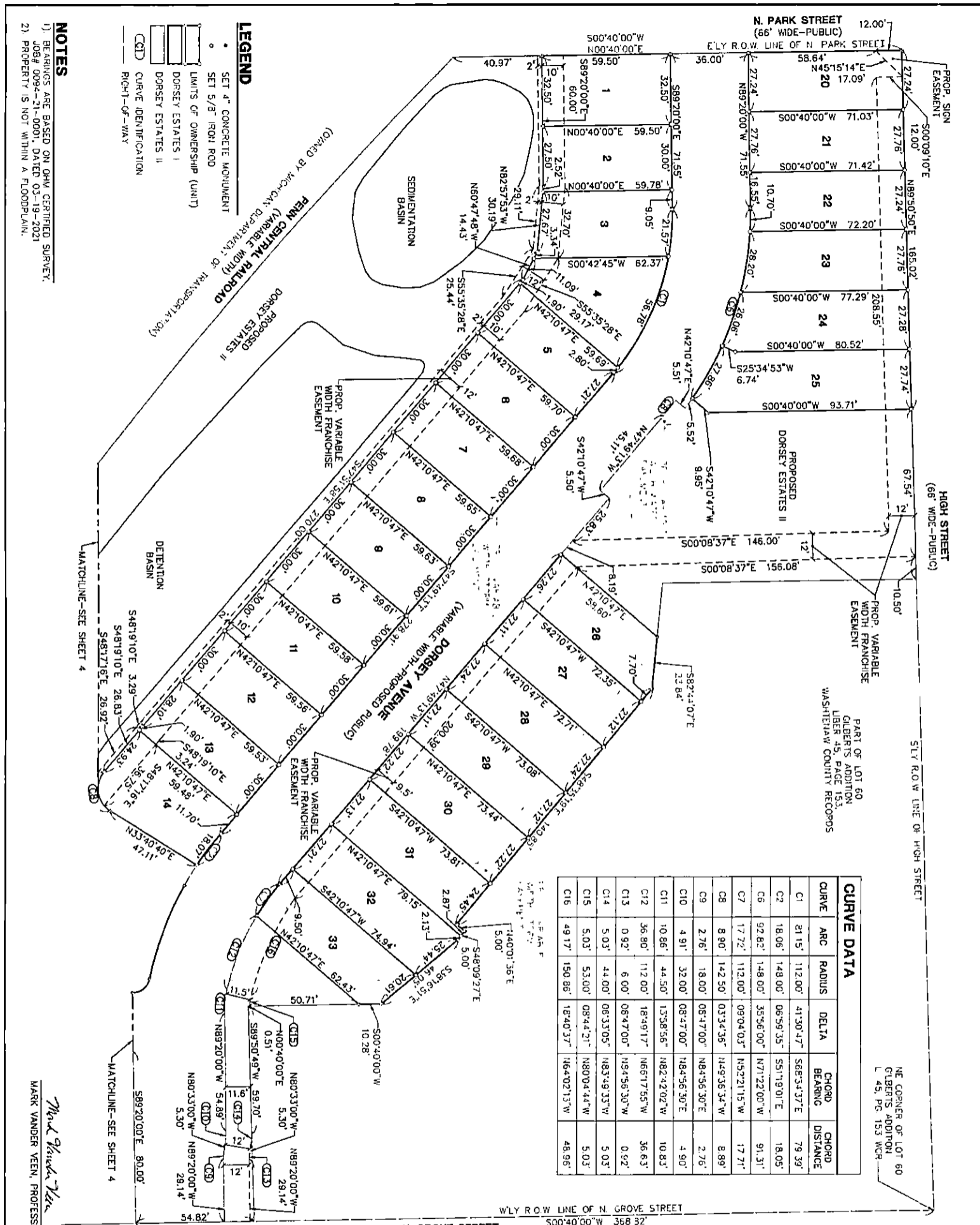
PROPOSED DATED: 02/02/23

21264

DATE 11/27/22
SHEET 2 OF 10
CADD #N
REV #1
REV #2
REV #3
REV #4
REV #5

DORSEY ESTATES I
EXHIBIT 'B' TO THE MASTER DEED
COMPOSITE SURVEY PLAN

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- LEGEND**
- SET 4" CONCRETE MONUMENT
 - SET 5/8" IRON ROD
 - ◻ LIMITS OF OWNERSHIP (UNIT)
 - ◻ DORSEY ESTATES I
 - ◻ DORSEY ESTATES II
 - ◻ CURVE IDENTIFICATION
 - ◻ RIGHT-OF-WAY

NOTES

1) BEARINGS ARE BASED ON OHW CERTIFIED SURVEY, JOB# 0096-21-000, DATED 03-19-2021

2) PROPERTY IS NOT WITHIN A FLOODPLAIN.

CURVE DATA	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	21.15'	112.00'	41.30°17'	S68°34'37"E	79.39'
C2	18.06'	148.00'	06°59'35"	S51°19'01"E	18.05'
C6	92.82'	148.00'	35°56'00"	N71°22'00"W	91.31'
C7	17.72'	112.00'	09°04'03"	N52°21'15"W	17.71'
C8	8.90'	142.50'	03°34'35"	N49°36'34"W	8.89'
C9	2.76'	18.00'	05°17'00"	N84°56'30"E	2.76'
C10	4.91'	32.00'	05°27'00"	N84°56'30"E	4.90'
C11	10.86'	44.50'	13°58'55"	N82°42'02"W	10.83'
C12	36.80'	112.00'	18°49'17"	N65°17'55"W	36.63'
C13	0.92'	6.00'	08°47'00"	N94°56'30"W	0.92'
C14	5.03'	44.00'	06°33'05"	N83°49'33"W	5.03'
C15	5.03'	53.00'	08°44'21"	N80°04'44"W	5.03'
C16	49.17'	150.86'	18°40'37"	N64°02'13"W	48.96'



SCALE: 1" = 20'

0 20 40 60

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DORSEY ESTATES I
 EXHIBIT 'B' TO THE MASTER DEED

SURVEY & EASEMENT PLAN - FRANCHISE & SIGN - UNITS 1-14, 20-33

3

JOB NO.	21264	DATE	11/29/22
REVISIONS		SHEET	3 OF 10
REV. DATE	03/02/23	DATE	11/29/22
BY	CS	BY	CS
CHKD	CS	CHKD	CS
DATE	11/29/22	DATE	11/29/22
BY	CS	BY	CS
CHKD	CS	CHKD	CS
DATE	11/29/22	DATE	11/29/22

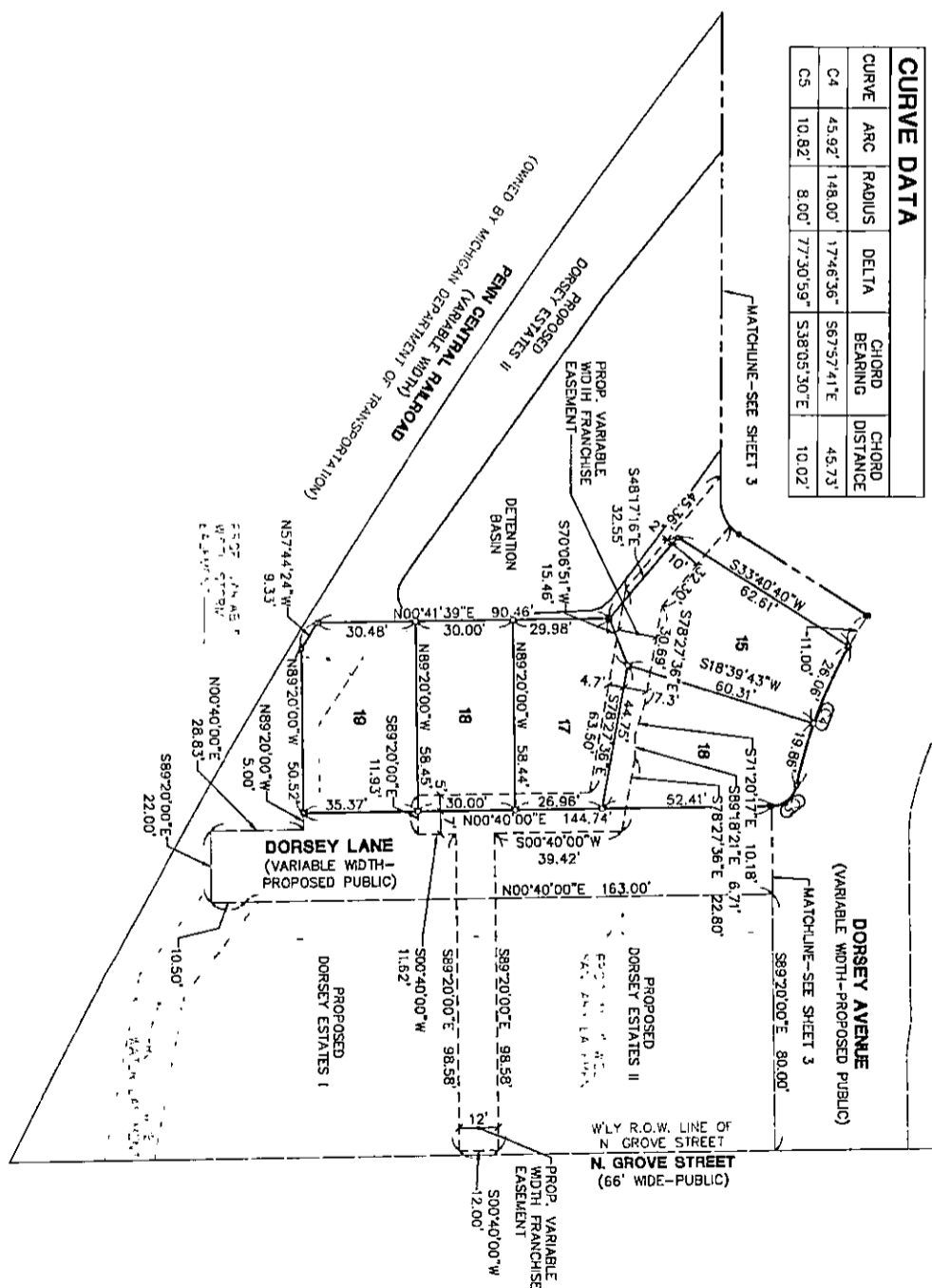
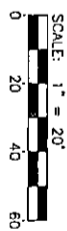
PROPOSED DATED: 02/02/23

MARK VANDER VEEN, PROFESSIONAL SURVEYOR #4001056788

Mark Vander Veen



CURVE DATA					
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C4	45.92°	148.00'	174°6'36"	S67°57'41"E	45.73'
C5	10.82°	8.00'	77°30'59"	S38°05'30"E	10.02'



- LEGEND**
- SET 4" CONCRETE MONUMENT
 - SET 5/8" IRON ROD
 - ▭ LIMITS OF OWNERSHIP (UNIT)
 - ▭ DORSEY ESTATES I
 - ▭ DORSEY ESTATES II
 - ⌒ CURVE IDENTIFICATION
 - RIGHT-OF-WAY

- NOTES**
- 1) BEARINGS ARE BASED ON OHM CERTIFIED SURVEY.
 - 2) JOB# 0094-21-0001, DATED 03-19-2021.
 - 3) PROPERTY IS NOT WITHIN A FLOODPLAIN

Mark Vander Ween
 MARK VANDER WEEN, PROFESSIONAL SURVEYOR #4001056788
 PROPOSED DATED: 02/02/23



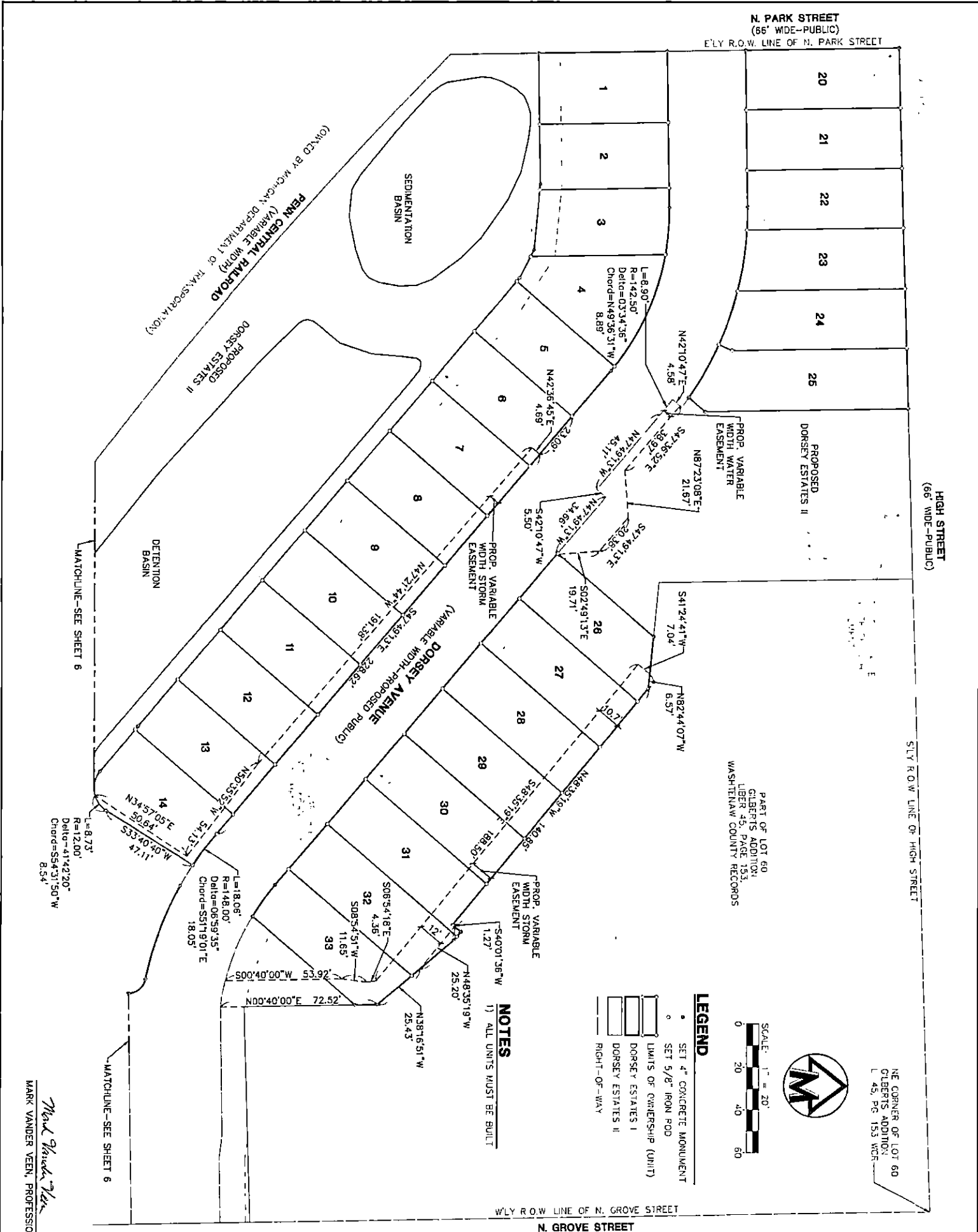
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DORSEY ESTATES I
 EXHIBIT 'B' TO THE MASTER DEED

SURVEY & EASEMENT PLAN - FRANCHISE & SIGN - UNITS 15-19

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JOB No	21264	DATE	11/29/22
REV		SHEET	4 OF 10
BY		CADD	KW
CHK		ENG	HW
APP		CM	KW
TRK		TRK	KW
DATE	11/29/23	DATE	11/29/23
BY		BY	
CHK		CHK	
APP		APP	



LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- ▭ LIMITS OF OWNERSHIP (UNIT)
- ▭ DORSEY ESTATES I
- ▭ DORSEY ESTATES II
- ▭ RIGHT-OF-WAY

NOTES

- 1) ALL UNITS MUST BE BUILT

SCALE: 1" = 20'

0 20 40 60

NE CORNER OF LOT 60
GILBERT'S ADDITION
LIBER 45, PAGE 153
WASHINGTON COUNTY RECORDS

LEGEND



1) ALL UNITS MUST BE BUILT

NOTES

- 1) ALL UNITS MUST BE BUILT

N. GROVE STREET (66' WIDE - PUBLIC)

Mark Vander Veen
MARK VANDER VEEN, PROFESSIONAL SURVEYOR #4001056798
PROPOSED DATE: 02/02/23

JOB No.	21264
DATE	11/29/22
SHEET	5 OF 10
LAND PLAN	11/29/22
TITLE	11/29/22
DATE	11/29/22
DATE	11/29/22

5

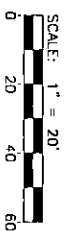
DORSEY ESTATES I

EXHIBIT 'B' TO THE MASTER DEED

EASEMENT PLAN - STORM SEWER & WATER - UNITS 1-14, 20-33

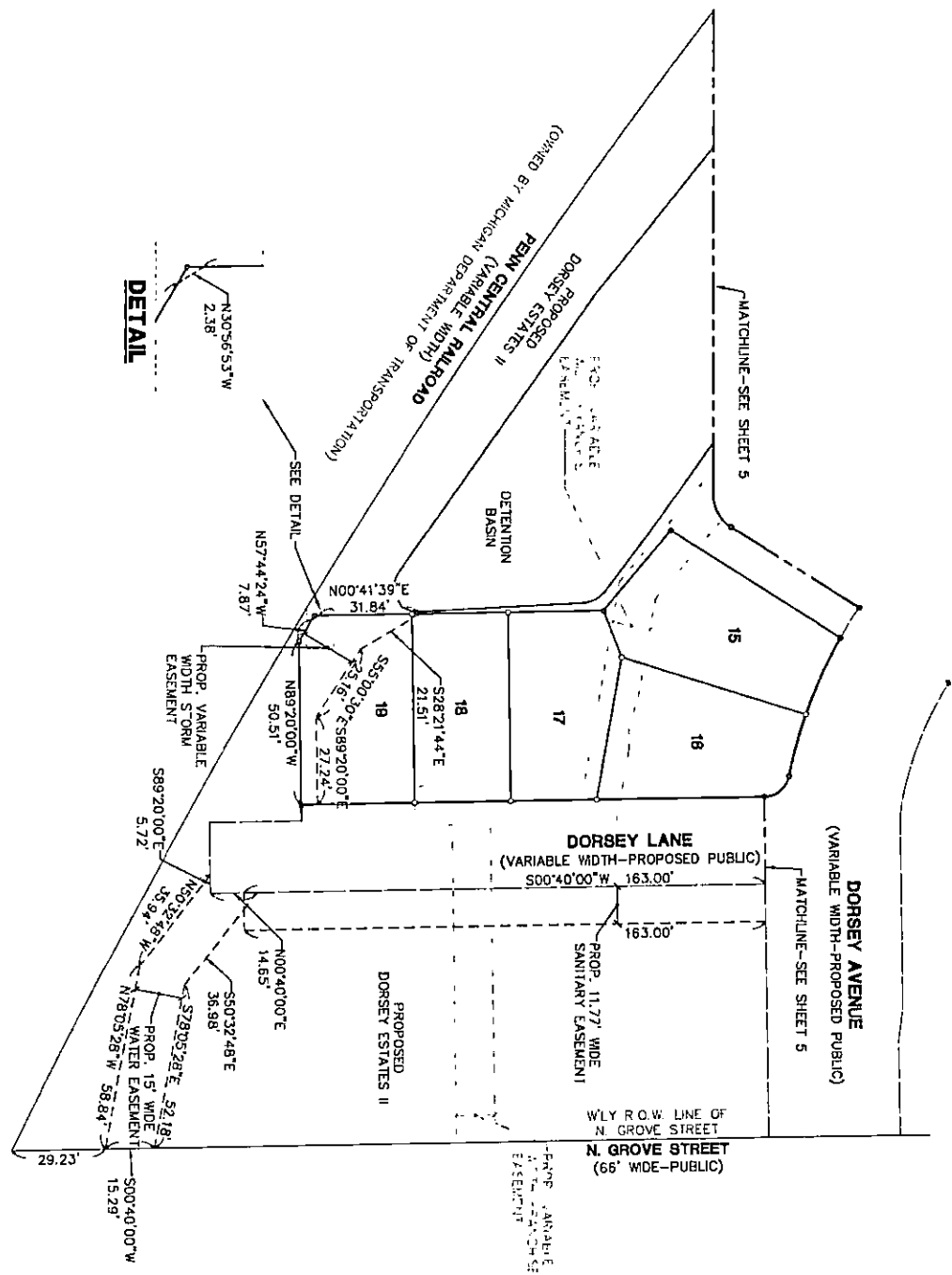


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- LEGEND**
- SET 4" CONCRETE MONUMENT
 - SET 5/8" IRON ROD
 - ▭ LIMITS OF OWNERSHIP (UNIT)
 - ▭ DORSEY ESTATES I
 - ▭ DORSEY ESTATES II
 - ▭ RIGHT-OF-WAY

NOTES
1) ALL UNITS MUST BE BUILT



Mark Vander Veem
MARK VANDER VEEM, PROFESSIONAL SURVEYOR #4001056788
PROPOSED DATED: 02/02/23



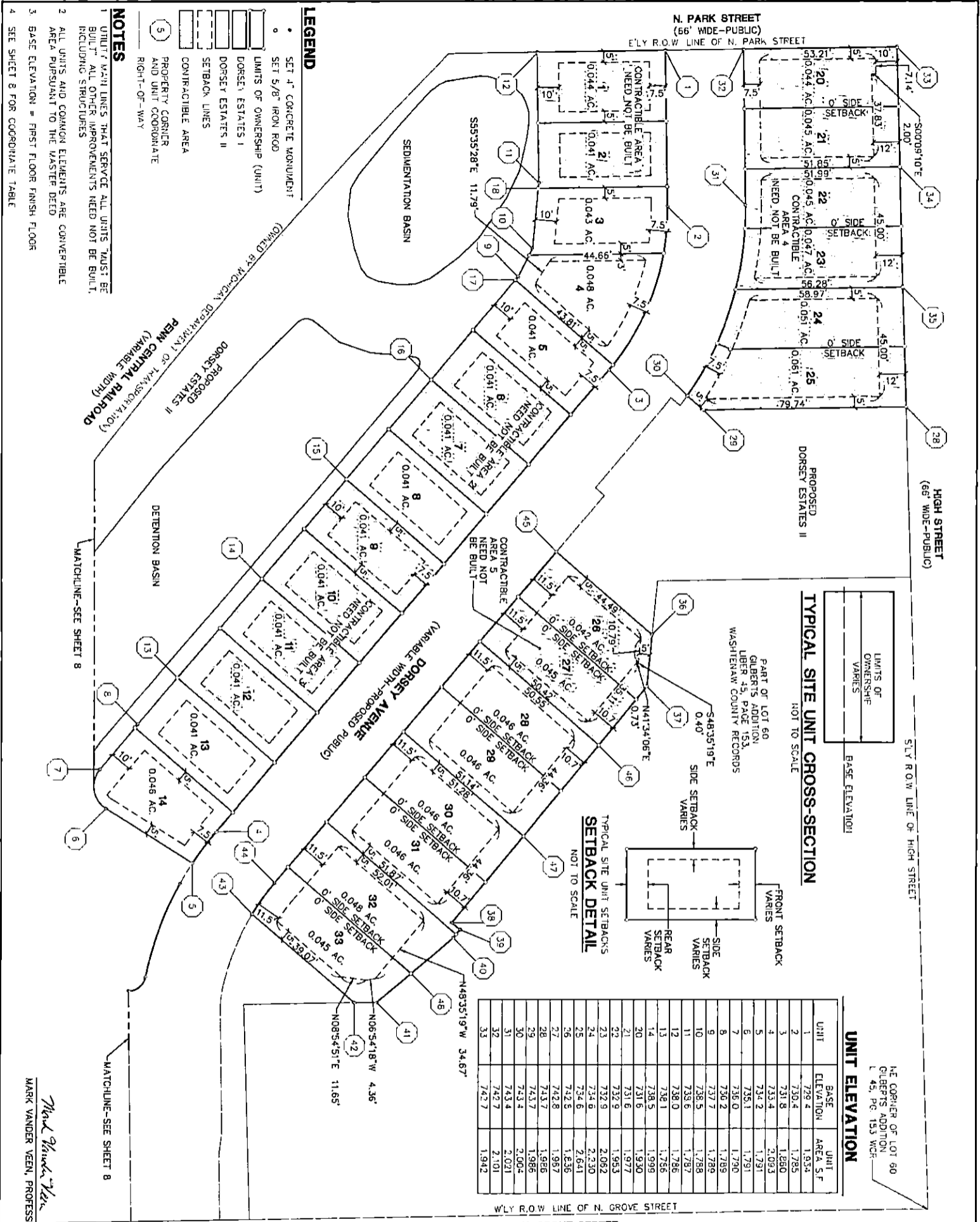
JOB No.	21264	DATE	11/29/22
REVISED		SHEET	6 OF 10
BY		CADD	KLV
DATE	12/20/22	DATE	11/29/22
BY		DATE	11/29/22
BY		DATE	11/29/22
BY		DATE	11/29/22
BY		DATE	11/29/22

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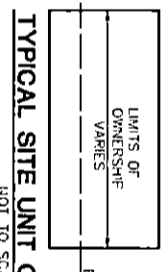
DORSEY ESTATES I
EXHIBIT 'B' TO THE MASTER DEED

EASEMENT PLAN - STORM SEWER, SANITARY & WATER - UNITS 15-19

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- LEGEND**
- SET 1" CONCRETE MONUMENT
 - SET 5/8" IRON ROD
 - LIMITS OF OWNERSHIP (UNIT)
 - ▭ DORSEY ESTATES I
 - ▭ DORSEY ESTATES II
 - ▭ SETBACK LINES
 - ▭ CONTRACTIBLE AREA
 - PROPERTY CORNER AND UNIT COORDINATE
 - RIGHT-OF-WAY
- NOTES**
1. UNITS 17 AND 18 THAT SERVE ALL UNITS MUST BE BUILT. ALL OTHER IMPROVEMENTS NEED NOT BE BUILT INCLUDING STRUCTURES.
 2. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREA PURSUANT TO THE MASTER DEED.
 3. BASE ELEVATION = FIRST FLOOR FINISH FLOOR.
 4. SEE SHEET 8 FOR COORDINATE TABLE.

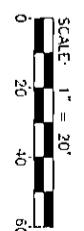


PART OF LOT 60 GILBERTS ADDITION, LIBER 45, PAGE 153, WASHINGTON COUNTY RECORDS

UNIT	BASE ELEVATION	UNIT AREA S.F.
1	720.4	1,934
2	720.4	1,785
3	731.8	1,850
4	733.4	2,093
5	734.2	1,791
6	735.1	1,791
7	736.0	1,790
8	736.2	1,789
9	737.7	1,788
10	738.5	1,788
11	738.5	1,787
12	738.0	1,786
13	738.1	1,786
14	738.5	1,998
20	731.6	1,930
21	731.6	1,977
22	732.9	1,953
23	732.9	2,250
24	734.6	2,250
25	734.6	2,641
26	742.5	1,636
27	742.8	1,957
28	743.7	1,986
29	743.7	1,986
30	743.4	2,004
31	743.4	2,021
32	742.7	2,101
33	742.7	1,942

UNIT ELEVATION

NE CORNER OF LOT 60 GILBERTS ADDITION, LIBER 45, PAGE 153 W.C.R.



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DORSEY ESTATES I
EXHIBIT 'B' TO THE MASTER DEED
SITE PLAN - UNITS 1-14, 20-33

JOB NO. **21264**

DATE 11/29/22

SHEET 7 OF 10

7

PROPOSED DATED: 02/02/23

MARK VANDER VEEN, PROFESSIONAL SURVEYOR #4001056788

COORDINATE TABLE

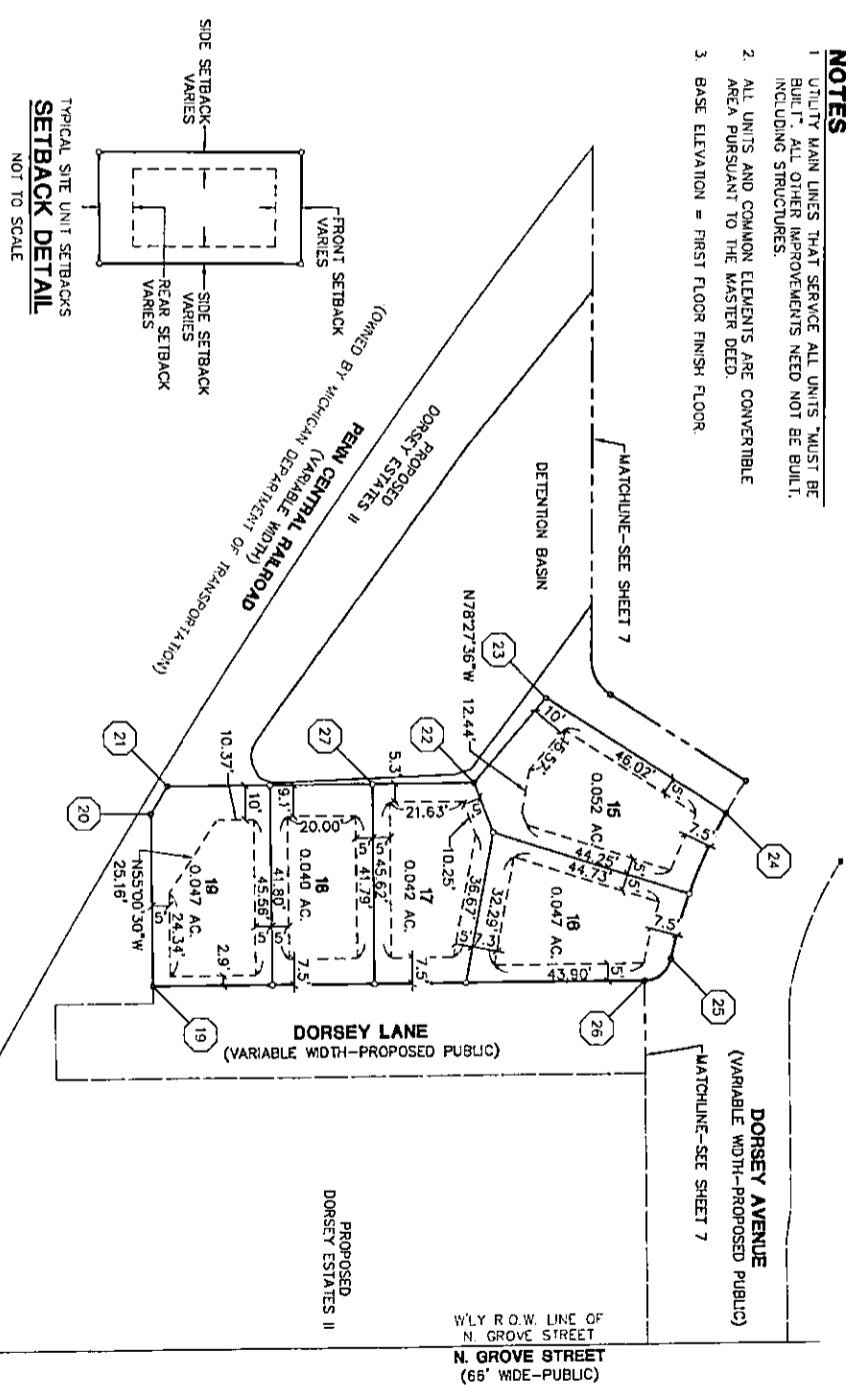
POINT #	NORTHING	EASTING
1	272,138.13	13,329,299.16
2	272,139.19	13,329,370.72
3	272,112.16	13,329,445.34
4	271,930.41	13,329,656.91
5	271,919.51	13,329,671.29
6	271,879.53	13,329,646.22
7	271,876.84	13,329,628.32
8	271,884.14	13,329,607.81
9	272,069.91	13,329,402.86
10	272,076.62	13,329,350.08
11	272,079.52	13,329,350.04
12	272,078.63	13,329,300.04
13	271,912.43	13,329,586.46
14	271,951.55	13,329,540.99
15	271,990.55	13,329,493.39
16	272,029.61	13,329,449.85
17	272,068.67	13,329,404.30
18	272,079.28	13,329,362.54
19	271,745.27	13,329,732.03
20	271,744.53	13,329,681.52
21	271,749.30	13,329,673.50
22	271,839.75	13,329,672.20
23	271,860.75	13,329,647.34
24	271,913.75	13,329,660.67
25	271,897.72	13,329,723.50
26	271,890.00	13,329,729.89
27	271,809.77	13,329,672.63
28	272,249.56	13,329,482.53
29	272,155.86	13,329,463.92
30	272,148.31	13,329,457.43
31	272,175.18	13,329,370.17
32	272,174.12	13,329,298.63
33	272,244.75	13,329,297.58
34	272,246.35	13,329,352.56
35	272,247.95	13,329,407.54
36	272,132.35	13,329,567.01
37	272,129.96	13,329,590.73
38	272,039.62	13,329,698.79
39	272,043.54	13,329,701.91
40	272,040.30	13,329,705.72
41	272,004.92	13,329,735.19
42	271,994.64	13,329,735.35
43	271,947.28	13,329,694.67
44	271,957.72	13,329,680.37
45	272,087.90	13,329,528.63
46	272,107.63	13,329,617.44
47	272,072.77	13,329,659.15
48	272,020.78	13,329,722.00

LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- ▭ LIMITS OF OWNERSHIP (UNIT)
- ▭ DORSEY ESTATES I
- ▭ DORSEY ESTATES II
- ▭ SETBACK LINES
- ▭ CONTRACTIBLE AREA
- ⑤ PROPERTY CORNER AND UNIT COORDINATE
- RIGHT-OF-WAY

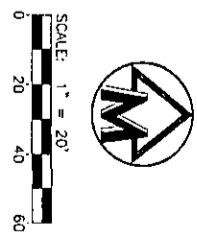
NOTES

1. UTILITY MAIN LINES THAT SERVICE ALL UNITS MUST BE BUILT. ALL OTHER IMPROVEMENTS NEED NOT BE BUILT, INCLUDING STRUCTURES.
2. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREA PURSUANT TO THE MASTER DEED.
3. BASE ELEVATION = FIRST FLOOR FINISH FLOOR.

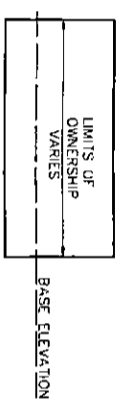


UNIT ELEVATION

UNIT	BASE ELEVATION	UNIT AREA S.F.
15	739.4	2,286
16	740.2	2,087
17	739.0	1,844
18	738.0	1,753
19	736.9	2,049



TYPICAL SITE UNIT CROSS-SECTION



DORSEY ESTATES I

EXHIBIT 'B' TO THE MASTER DEED

SITE PLAN - UNITS 15-19

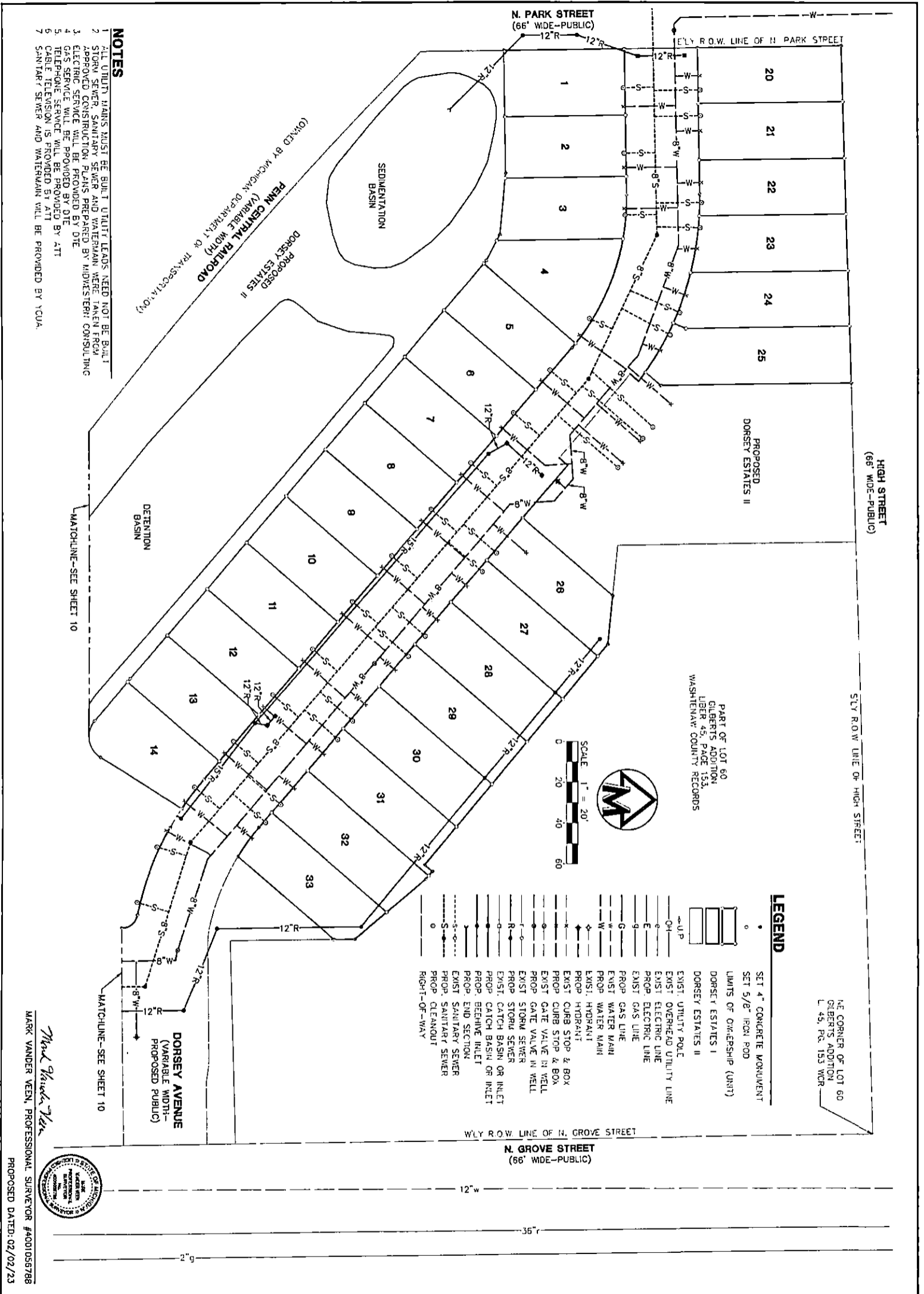
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JOB No	21264	DATE	11/29/22
REVISIONS		SHEET	8 OF 10
REV		DATE	
1		11/20/22	
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Mark Vander Veen
 MARK VANDER VEEN, PROFESSIONAL SURVEYOR #4001058788
 PROPOSED DATE: 02/02/23



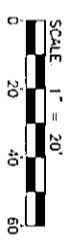


NOTES

- 1 ALL UTILITY MAINS MUST BE BUILT. UTILITY LEADS NEED NOT BE BUILT.
- 2 STORM SEWER, SANITARY SEWER AND WATERMAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.
- 3 ELECTRIC SERVICE WILL BE PROVIDED BY DTE.
- 4 GAS SERVICE WILL BE PROVIDED BY DTE.
- 5 TELEPHONE SERVICE WILL BE PROVIDED BY ATT.
- 6 CABLE TELEVISION IS PROVIDED BY ATT.
- 7 SANITARY SEWER AND WATERMAIN WILL BE PROVIDED BY TCUA.

LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- LIMITS OF OWNERSHIP (UNIT)
- DORSEY ESTATES I
- DORSEY ESTATES II
- EXIST. UTILITY POLE
- OH — EXIST OVERHEAD UTILITY LINE
- E — EXIST ELECTRIC LINE
- P — PROP. ELECTRIC LINE
- G — EXIST GAS LINE
- G — PROP. GAS LINE
- W — EXIST WATER MAIN
- W — PROP. WATER MAIN
- W — EXIST HYDRANT
- W — PROP. HYDRANT
- W — EXIST CURB STOP & BOX
- W — PROP. CURB STOP & BOX
- W — EXIST GATE VALVE IN WELL
- W — PROP. GATE VALVE IN WELL
- W — EXIST STORM SEWER
- W — PROP. STORM SEWER
- W — EXIST CATCH BASIN OR INLET
- W — PROP. CATCH BASIN OR INLET
- W — EXIST BEEHIVE INLET
- W — PROP. BEEHIVE INLET
- W — EXIST END SECTION
- W — PROP. END SECTION
- W — EXIST SANITARY SEWER
- W — PROP. SANITARY SEWER
- W — EXIST CLEANOUT
- W — PROP. CLEANOUT
- W — EXIST RIGHT-OF-WAY
- W — PROP. RIGHT-OF-WAY



PART OF LOT 60
GILBERTS ADDITION
LIBER 45, PAGE 153,
WASHINGTON COUNTY RECORDS

NE CORNER OF LOT 60
GILBERTS ADDITION
L. 45, P. 153 W.C.R.



Mark Vander Veem
MARK VANDER VEEM, PROFESSIONAL SURVEYOR #4001055788
PROPOSED DATE: 02/02/23

JOB No.	21264	DATE	11/29/22
REVISIONS		REV. DATE	
REV. 1		11/29/22	
REV. 2			
REV. 3			
REV. 4			
REV. 5			
REV. 6			
REV. 7			
REV. 8			
REV. 9			
REV. 10			

9

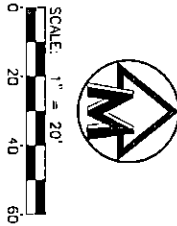
DORSEY ESTATES I

EXHIBIT 'B' TO THE MASTER DEED

UTILITY PLAN - UNITS 1-14, 20-33



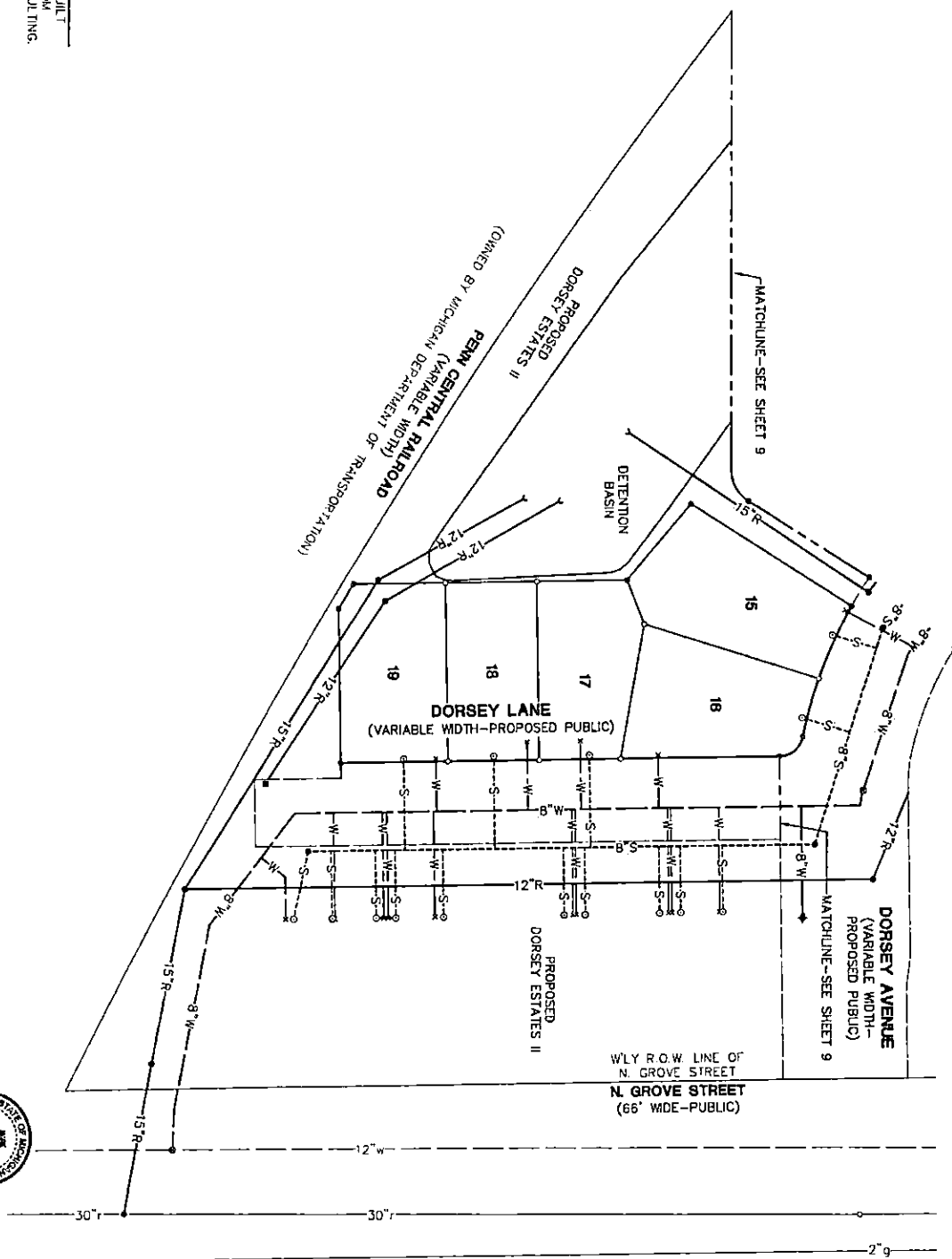
MIDWESTERN CONSULTING
3815 Plaza Drive Ann Arbor, Michigan 48106
734.963.0300 • www.midwesternm.com
Land Development • Land Survey • Municipal • Municipal
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LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- ▭ LIMITS OF OWNERSHIP (LONI)
- ▭ DORSEY ESTATES I
- ▭ DORSEY ESTATES II
- EXIST. UTILITY POLE
- EXIST. OVERHEAD UTILITY LINE
- EXIST. ELECTRIC LINE
- EXIST. GAS LINE
- PROP. GAS LINE
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. CURB STOP & BOX
- PROP. CURB STOP & BOX
- EXIST. GATE VALVE IN WELL
- PROP. GATE VALVE IN WELL
- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- PROP. CATCH BASIN OR INLET
- EXIST. BEEHIVE INLET
- PROP. BEEHIVE INLET
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. CLEANOUT
- RIGHT-OF-WAY

- NOTES**
1. ALL UTILITY MAINS MUST BE BUILT. UTILITY LEADS NEED NOT BE BUILT.
 2. STORM SEWER, SANITARY SEWER AND WATERMAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY MIDWESTERN CONSULTING.
 3. ELECTRIC SERVICE WILL BE PROVIDED BY DTE.
 4. GAS SERVICE WILL BE PROVIDED BY DTE.
 5. TELEPHONE SERVICE WILL BE PROVIDED BY ATT.
 6. CABLE TELEVISION IS PROVIDED BY ATT.
 7. SANITARY SEWER AND WATERMAIN WILL BE PROVIDED BY YCUA.



Mark Vander Veem
 MARK VANDER VEEM, PROFESSIONAL SURVEYOR #4001056788
 PROPOSED DATED: 02/02/23

JOB No	21264	DWT	11/29/22
REVISIONS	REV DATE	SHEET	10 OF 10
PER MICHIGAN RIVER	02/02/23	CADD	KW
DESIGN CHANGES	11/29/22	ENG	BM
		TRK	REN
		TECH	K
		PLANS	DR2
		TRK	

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DORSEY ESTATES I
EXHIBIT 'B' TO THE MASTER DEED
UTILITY PLAN - UNITS 15-19

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