



**AMENDED AND RESTATED MASTER DEED
OF
THE POINTE AT ISLAND LAKE**

**A RESIDENTIAL CONDOMINIUM
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 359**

This Amended and Restated Master Deed is made and executed this 9th day of December, 2010, by THE POINTE AT ISLAND LAKE CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation (hereinafter referred to as "the Association"), whose address is 4045 Stone School Road, Ann Arbor, Michigan 48108.

WITNESSETH:

WHEREAS, The Point, L.L.C., a Michigan limited liability company doing business as The Pointe at Island Lake, was the original Developer of The Pointe at Island Lake, and recorded the original Master Deed for the Condominium in Liber 4021, Page 828, as amended, Washtenaw County Records, and it has assigned all of its rights as Developer to the Association in the Assignment of Developer's Rights and Powers recorded in Liber 4820, Page 915, Washtenaw County Records.

WHEREAS, the Association desires, by recording this Amended and Restated Master Deed, hereinafter the "Master Deed," together with the Condominium By-Laws attached hereto as Exhibit A and Replat No. 2 of the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to amend and restate in its entirety the original Master Deed and to re-establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, the Association, with the advance written consent of two-thirds (2/3) of the Co-owners, re-establishes The Pointe at Island Lake as a condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Amended and Restated Master Deed and the Exhibits hereto, all of which shall be deemed to amend and restate in its entirety the original Master Deed and to run with the land and shall be a burden and a benefit

Time Submitted for Recording
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Lawrence Kestenbaum
Washtenaw County Clerk/Register



to the Association and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as The Pointe at Island Lake, Washtenaw County Condominium Subdivision Plan No. 359. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the Charter Township of Ypsilanti. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in The Pointe at Island Lake Association as set forth herein and in the By-Laws attached hereto and the Articles of Incorporation of such Association.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Ypsilanti, Washtenaw County, Michigan, described as follows:

A parcel of land located in the South ½ of Section 23, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 23; thence North 89°59'40" West, 1,310.94 feet along the South line of said Section 23; thence North 01°05'00" West, 60.01 feet to the Point of Beginning; thence continuing North 01°05'00" West, 700.62 feet; thence North 87°16'40" East, 1,179.56 feet; thence South 34°31'23" East, 191.63 feet; thence 84.16 feet along the arc of a 554.88 foot radius circular curve concave Northeasterly through a central angle of 08°41'23", having a chord which bears South 38°52'05" East, 84.08 feet; thence South 43°12'45" East, 446.97 feet; thence 174.36 feet along the arc of a 240.00 foot radius circular curve concave Southwesterly through a central angle of 41°37'30", having a chord which bears South 22°24'00" East, 170.55 feet; thence South 01°35'20" East, 50.13 feet; thence North 89°57'45" West, 386.66 feet; thence North 89°59'40" West, 1,312.11 feet to the Point of Beginning. Containing 1,080,757 square feet or 24.81 acres of land, more or less, and being subject to and together with easements, exceptions, conditions and restrictions of record. Said land extends to and includes a portion of a pond and includes and is subject to riparian rights in said pond.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of The Pointe at Island Lake Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Association" means The Pointe at Island Lake Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Condominium" or "Condominium Project" means The Pointe at Island Lake as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(i) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of Co-owner set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(j) "Developer" means The Point, L.L.C., a Michigan limited liability company doing business as "The Pointe at Island Lake", and its successors or assigns. All development rights reserved to Developer herein were assigned in writing to the Association.

(k) "Development and Sales Period" means the period beginning on the date the original Master Deed was recorded and it has terminated as Developer no longer holds for sale any Unit within the Project.

(l) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(m) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(n) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

(o) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(p) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(q) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(r) "Transitional Control Date" means the date on which the 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, and that date has been reached.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

(a) The General Common Elements are:

(1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, roads, pedestrian pathways, entrance facilities, landscaped and open areas (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements), including wetland areas, woodland areas and the shore land along and bottomland under the portion of the

pond included in the Condominium and the riparian rights in and appurtenant to said shore land and pond.

- (2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.
- (3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.
- (5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.
- (6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention or detention ponds.
- (7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures (including water softeners, if any) within any Unit.
- (8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.
- (9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.
- (10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.
- (11) All beneficial utility and drainage easements.
- (12) Such recreational facilities as may be constructed on or attached to the general common element land, including, without limitation, two gazebos (if constructed), a clubhouse and a swimming pool, and such fishing, swimming and/or boat dock or docks as may be constructed on or extended from the shore land included in the Condominium. The Association undertakes no obligation whatsoever to install or construct any dock of

any kind or any purpose nor does the Association make any warranty or representation as to the suitability of any part of the waterfront located within the Condominium as a possible site for the construction or installation of any dock for any purpose.

(13) Such nature preserve area as may be established within the Condominium for the use and enjoyment of the Co-owners and their guests, tenants and invitees.

(14) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

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

(b) The Limited Common Elements are:

(1) The porches, patios, balconies and entry decks designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid porches, patios, balconies and entry decks and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(2) The garages, storage areas and mechanical rooms designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which are served by the aforesaid garages, storage areas and mechanical rooms and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(3) The exterior stairways from the upper floor Units to ground level and the interior stairways from upper floor Units to the limited common element garages appurtenant to said Units are designated on the Condominium Subdivision Plan as limited common elements and are appurtenant to the Units served by the aforesaid exterior and interior stairways. The aforesaid limited common element stairways are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(4) The glass in a window and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.

(5) The fireplace combustion chamber, if any, in or outside of each individual Unit.

(6) Each driveway area extending from the roadways or common driveways constructed within the Condominium to the attached garage serviced by such driveway area is designated on the Plan as a limited common element and is limited to the sole use of the Co-owners of the Unit that gain access to their garage(s) over each such driveway area. Each driveway area services one Unit, and each driveway area has direct access

to a road or common driveway, as shown on the Condominium Subdivision Plan attached hereto.

(7) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.

(8) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(c) The responsibility for the full cost of maintenance, decoration, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit.

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

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act and Article VI, hereinbelow.

The Association shall have specific responsibility to decorate, maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner upon a porch or patio in accordance with the By-laws attached hereto as Exhibit A).

(2) All boundary fences, driveways, roadways and sidewalks, including the stairs or steps leading to the porches and entry decks at the entrances to each Unit (but not the porches and entry decks).

(3) Snow removal from the roads, driveways, exterior stairways and any sidewalks (including driveways designated as Limited Common Elements).

(4) The exterior of all buildings (excluding individual balconies, patios, glass windows and glass sliding doors) including trim and hardware and the concrete pads upon which air conditioning compressors are situated and also including the porches and entry decks that provide access to the Units.

(5) The exterior of entry doors.

(6) Individual attached garages, including the doors, exteriors and roofs of said garages, but excluding any electric garage door openers and/or the interior portions of such garages, including the concrete floors.

(7) All mailboxes and stands.

(8) Rubbish removal systems, if any.

(9) All common site lighting.

(10) All other items identified above in subparagraph (a) of this Article IV as General Common Elements.

(d) Each Co-owner of a Unit shall have the responsibility to decorate, maintain, repair and replace the following items:

(1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners, furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, but excluding the concrete pad, which shall be the Association's responsibility), sump pumps and any gas barbecue installed on any balcony or patio (provided, however, that all such barbecues must be properly installed and maintained at all times so as to avoid any risk of injury or damage to the Co-owners or the Condominium Project).

(2) The interior of entry doors, all doors, windows, doorwalls (including all glass doorwall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any entry door or window.

(3) Any landscaping installed upon a porch or patio in accordance with the By-laws attached hereto as Exhibit A.

(4) The fireplace combustion chamber, if any, located within the individual Unit.

(5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any

modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)

- (6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.
- (7) All plumbing fixtures, including shut-off valves, rings and washers located on or within an individual Unit's perimeter walls.
- (8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- (10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.
- (11) All individual balconies and patios comprising Limited Common Elements appurtenant to the Unit and the stairs or steps leading to individual patios, but not the porches or the entry decks located at the entrance to each Unit or the stairs or steps leading to such porches or entry decks.
- (12) All electric garage door openers and the interior portions of all garages, including concrete floors.
- (13) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

ARTICLE V USE OF PREMISES

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

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of sixty (60) residential Units. Each Unit is described in this paragraph with reference to Replat No. 2 of the Condominium Subdivision Plan as prepared by Nowak & Fraus, a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including basement areas, if any; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub/floors and/or

basement floor. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in Replat No. 2 of the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the sixty (60) Units are equal.

ARTICLE VII EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) By recordation of this Master Deed, the Association reserves the right and power to dedicate all the roads in and/or adjacent to the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed the Association as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads.

(b) Upon approval by and affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(c) The Association reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed the Association as agent and attorney-in-fact to make such easements or dedications.

(d) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(e) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws. Prior to any entry into the Unit, the Association, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association will have the right of entry into the Unit.

(f) The Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also 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 or to respond to any emergency or common need of the Condominium.

(g) The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the 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.

(h) There shall exist for the benefit of the Township of Ypsilanti or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(i) The pond included within the boundary of the Condominium is part of a larger body of water that is bordered by land located outside of the Condominium. Said body of water, including the portion located within the Condominium is subject to the riparian rights of others whose property borders the body of water and, to the extent the body of water is part of a navigable stream, the riparian rights of the public, the United States, the State of Michigan and other governmental entities.

(j) The Condominium is being developed pursuant to the terms and conditions of a Consent Judgement entered into by the Developer and the Township of Ypsilanti on August 24, 2000 and recorded at Liber 3964, Page 885, Washtenaw County Records. The Developer and the Township have also entered into a certain Development Agreement (the "Development Agreement"), which has been or will be recorded in the Washtenaw County Records as of the date this Master Deed is recorded. Both the Consent Judgment and the Development Agreement run with the land included in the Condominium and terms and conditions of both documents bind the successors and assigns of the Developer and the Township. Pursuant to the Development Agreement, in the event that the Association fails to properly preserve, maintain or repair any portion of the general common element land in the Condominium established as open space (including any wetland areas and any sidewalks, nature trails, or bike paths installed within the Condominium), the Township shall have the right to serve written notice of the Association's failure to preserve, maintain or repair such areas and demand that the Association cure the aforesaid failure within thirty (30) days of the notice. If the Association fails to cause the deficiencies described in the notice to be cured within the thirty-day period provided in the notice or such extension thereof as may be granted by the Township, the Township shall have the right to enter upon the open areas of the Condominium and perform the preservation, maintenance or repair work that the Association has failed to perform. The cost of such preservation, maintenance or repair work as may be performed by the Township under the terms of the Development Agreement, together with a ten (10%) percent surcharge for administrative costs, shall be apportioned and assessed equally against each Unit and shall constitute a lien on each Unit, subject to entry as a special assessment on the Township's next tax roll and to collection in the same manner as a general real property tax.

(k) Pursuant to the terms and conditions of the above described Development Agreement, the Township of Ypsilanti also has the right to give notice to the Association of any failure on the part of the Association to properly preserve, maintain and operate the storm water retention/detention basin installed within the Condominium and the inlet and outlet areas extending into and from that basin. If the Association fails to cure the deficiencies identified in the notice within thirty (30) days of the date of the notice or any extension thereof granted by the Township, the Township shall have the right to enter upon the Condominium to the extent

required to perform the work regarding the retention/detention basin that the Association has failed to perform and to assess the Units in the Condominium for the cost of performing the work, together with a ten (10%) surcharge for administrative costs. The assessments by the Township for work performed with respect to the retention/detention basin shall be subject to treatment in the same manner as charges imposed by the Township for curative work required to be performed on open space areas within the Condominium as described in paragraph (j) above.

(l) In connection with the Township's approval of the site plan for the Condominium, the Developer hereby grants an easement for the benefit of the citizens of the Township of Ypsilanti for the use of and access to the two gazebos, if constructed, to be located on the general common element land included in the Condominium as shown on the original Condominium Subdivision Plan from the bicycle path and walkway that is to be installed for the benefit of the public within the Textile Road right-of-way immediately south of the Condominium. The easements granted for the use of the gazebos by the citizens of the Township shall be subject to the same rules, regulations and policies as may be adopted from time to time by the Association for the use of the gazebos by the Co-owners of Units and their guests, tenants and invitees, subject to Michigan Department of Environmental Quality guidelines and restrictions for permitted activities within wetland areas. The right of the Association to adopt rules regarding the use of the gazebos shall include the right to preclude their use during specified hours to prevent the gazebos from becoming a source of annoyance to residents of the Condominium.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

(b) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (d) below, the Association reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

- (2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To make any amendment expressly permitted by this Master Deed;
- (7) To make, define or limit easements affecting the Condominium;
- (8) To record an "as-built" Condominium Subdivision Plan;
- (9) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Washtenaw County Road Commission or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Ypsilanti or the rights of the Township shall require the prior written consent of the Township of Ypsilanti, which consent will not be unreasonably withheld.

ARTICLE IX
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the By-Laws, 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. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X
FLOOD PLAIN

Although the Condominium is not located within a designated flood hazard area as determined by the Federal Emergency Management Agency/Federal Insurance Administration for purposes of flood insurance, a portion of the Condominium does lie within the flood plain of the pond located within the boundaries of the Condominium as shown on Replat No. 2 of the Condominium Subdivision Plan. The approximate 100 year flood elevation for the pond has been determined by Nowak & Fraus and is shown on the Plan. No building or Unit is located within the flood plain area. No construction activity or disturbance of the area within the flood plain can take place without first obtaining a permit from the Michigan Department of Environmental Quality and, if also required, from Ypsilanti Township and/or Washtenaw County.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

SIGNED BY:

THE POINTE AT ISLAND LAKE CONDOMINIUM
ASSOCIATION, a Michigan non-profit corporation

By: *Nancy Otis Schuon*
Nancy Otis Schuon
Its: President

STATE OF MICHIGAN, COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 9th day of December, 2010, by Nancy Otis Schuon, President of The Point at Island Lake Condominium Association, a Michigan non-profit corporation, on behalf of the company.

Karl R. Frankena
Karl R. Frankena, Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My commission expires: 6/9/13

This document prepared by and
when recorded return to:
Karl R. Frankena (P13641)
Conlin, McKenney & Philbrick, P.C.
350 S. Main Street, Suite 400 ✓
Ann Arbor, Michigan 48104-2131
(734) 761-9000

THE POINTE AT ISLAND LAKE

EXHIBIT A

BY-LAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

The Pointe at Island Lake, a residential Condominium Project located in the Township of Ypsilanti, County of Washtenaw and State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit 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 By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 8 of the Act and the By-Laws 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 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 General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium 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 General 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) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for 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. Reserve funds shall be held in an interest bearing account by the Association for the collective benefit of the Co-owners. 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 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 decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding Eight Thousand (\$8,000.00) Dollars annually for the entire Condominium Project, or (4) 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 Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (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 requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Eight Thousand (\$8,000.00) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to

in this subparagraph (c) (but not including those assessments referred to in subparagraph 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 more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

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 apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, 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 either in twelve (12) equal monthly installments, quarterly or annually, in the discretion of the Board of Directors, 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. A late fee of Twenty Five (\$25.00) Dollars per month shall be imposed on each installment which is in default for ten (10) or more days. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time. The increased automatic late charges that may be imposed by the Association pursuant to this provision may take the form of per diem interest charged on the delinquent assessment at a any rate up to the maximum rate allowed by law. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including 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 shall be so personally liable and such land contract seller shall not be personally liable for all such assessment 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.

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

Section 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments 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 services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any 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 also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these By-Laws. 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 Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

(c) Power of Sale. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to 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 Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph 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.

(d) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' 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 of Washtenaw County prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as 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 initiating suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium 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 comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. 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 8. 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 9. 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 10. 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 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 as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amounts of any interest, late charges, fines, costs and/or attorney fees due and owing with respect to the Unit (the "Related Costs"). Upon payment of the sums set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied; provided, however, that the failure

of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may require the advance payment of a reasonable processing fee for the issuance of such written statement.

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 Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time 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. Association Coverage. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include, but not be limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Basic Policy Provisions. Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association.

- (2) The insurer waives its right to subrogation under the policy against any Co-owner or member of such Co-owner's household.
 - (3) No act or omission by any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
 - (4) If, at the time of a loss under the policy, there is other insurance in the name of a Co-owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (5) That insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless and subject to the following:
 - (A) The Condominium is terminated;
 - (B) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
 - (C) More than eighty (80%) percent of the Co-owners of all of the Units in the Condominium vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, then: (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Co-owners of those Units and the Co-owners of the Units to which those Limited Common Elements were assigned, or to lien holders, as their interests may appear; and (iii) the remainder of the proceeds must be distributed to all of the Co-owners or lien holders, as their interests may appear, in proportion to the Common Element interest of all of the Units. If the Co-owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated as if the Unit had been condemned under Article V, Section 5 of these By-Laws, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations.
- (b) Insurance Replacement Values for Common Elements. All General Common Elements of the Condominium shall be insured against all risks, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association or by an insurance agent retained by the Board of Directors at each anniversary renewal date of said insurance. The Board may engage professional appraisers for this purpose.
- (c) Insurance for Standard Improvements Located Within Unit Interiors and Limited Common Elements. The standard interior improvements in all Units (including the Limited Common Elements appurtenant to a Unit) shall be covered by all risk insurance procured

and paid for by the Association as part of its policy of insuring the Common Elements in amounts equal to the insurable replacement value of all of the interior structural and attendant and related building materials required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the finished subfloors; basement floors; basement walls; drywall; cabinets, finished carpentry; electrical and plumbing conduits, supplies and fixtures; tile; lighting fixtures; doors; door jams; glass doorwalls; hardware and all other materials as may be defined as standard by the Board of Directors of the Association from time to time in a published set of specifications (the "Standard Specifications"). Should the Board fail to publish such specifications, the Standard Specifications to be used for repair and replacement shall be determined by reference to the original installations, given the passage of time, as a standard.

(d) Premium Expenses. All premiums of insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(e) Receipt and Distribution of Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, that whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these By-Laws, the insurance proceeds received by the Association shall be first applied to such repair or reconstruction unless the other provisions of the Condominium Documents mandate otherwise.

Section 2. Authority of Association to Maintain Insurance and Settle Claims. Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Condominium Project, including the insurance to be carried by such Co-owner under this Article IV, Section 3 below, if the Co-owner fails to meet his responsibilities thereunder. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owner members as shall be necessary to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-Owners. Each Co-owner shall be obligated and responsible for:

(a) Obtaining all risk liability and property insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-owner's Insurance") with respect to the improvements, decorations and any other personal property in his Unit which have been added to the Standard Improvements defined (or to be defined) in Section 1(c) of this Article IV or any other property contained within his Unit

which is not covered by the Association's policy. This provision shall not preclude the Association from acquiring a blanket policy which covers the contents within a Unit under terms and conditions acceptable to the Association and the insurance carrier.

(b) Providing insurance coverage for all risk liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board of Directors of the Association, but in amounts not less than \$100,000.00 for damage to property and \$500,000.00 for injury to persons on a per event basis.

(c) Insuring his personal property located within his Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. A Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before the annual anniversary dates of the issuance of his Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owner's policy of insurance shall also name the Association and such professional management agent as may be retained by the Association pursuant to Article XI, Section 5 below as insured parties under his liability coverage. If a Co-owner fails to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owners's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Co-owners's insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

Section 4. Waiver of Rights of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or an improvement thereon or appurtenance thereto, the Association shall expeditiously rebuild and/or repair the damaged property to the specifications set forth in these By-Laws. Pending rebuilding or repair, the Co-owner shall remove all debris and maintain the Unit and improvements thereon in a clean and sightly manner and in the best condition reasonable efforts can achieve. The Co-owner shall be responsible for the determination and coordination of the rebuilding of internal improvements beyond the Standard Specifications established pursuant to Article IV, Section 1(c) above if the Co-owner elects to exceed the Standard Specifications. The Association may reject any changes to the Standard Specifications which it deems not to be in the best interest of the Condominium Project. No change to the exterior appearance of any building shall be permitted. The Association and Co-owner shall cooperate in coordinating their respective repair and replacement responsibilities.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as Exhibit B, and the original plans and specifications for the Condominium as updated by the published Standard Specifications.

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

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. 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 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 Common Elements. If there is any taking of any portion of the Common Elements, 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 Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

(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 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-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 Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans

Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than single-family residential purposes; provided, however, that from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family). In no event may any Unit be used as a residence for more than one family and no Unit shall be used to conduct any business, trade or profession; provided, however, that any Co-owner may maintain a professional library in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit.

Section 2. Architectural and Aesthetic Control; Rules and Regulations.

(a) Standards for Construction and Replacement of Improvements. Any and all improvements constructed within the Condominium shall be constructed by the Association or with the prior written approval of the Association. The approval of any improvement not constructed by the Association shall be within the sole and absolute discretion of the Association for the purpose of ensuring that the Condominium is developed as an attractive residential development that is in harmony with its surroundings.

(b) Aesthetic and Architectural Control in General. Subject to the limitation stated below, the Board of Directors of the Association, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may issue and enforce reasonable and uniform rules and regulations which deal with one or more of the following:

- (1) Posting of "For Sale" signs;
- (2) The exterior appearance of exterior and interior (which are visible from the exterior) window treatments;
- (3) The display, maintenance or placement of any plants, furniture, decorations or any other item on patios, balconies, porches or entry decks; provided that such rules and regulations may prohibit the display or placement of items on porches and entry decks;

- (4) The establishment and publication of Standard Specifications consistent with the Condominium Documents for the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements;
- (5) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the common benefit of the Co-owners.

The Board of Directors may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied.

(c) General Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements, including any recreational facilities constructed within the Condominium, or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 3. Proscribed Activities. No noxious or offensive activity shall be performed within any Unit or upon the Common Elements, nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Co-owners of Units within the Condominium. No charcoal grills or grills using any other type of fuel, other than propane gas, shall be used anywhere within the Condominium, including, without limitation, on any balcony, patio or porch. All windows must have white-backed draperies or white-backed window treatments. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the cost 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, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. No animals or fowl, except for no more than two (2) household pets, shall be kept or maintained on any Unit at any time and no dog shall be kept on any Unit that exceeds forty (40) pounds in weight, fully grown. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may

be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify the Association and hold it harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. No doghouse, dog run or pet shelter of any kind shall be installed or maintained on the premises of the Condominium, including any General or Limited Common Element area.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks or sport utility vehicles shall be parked or maintained within the Condominium unless in an attached garage included within a Unit. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked in the Condominium, or on any Unit, unless parked in a garage as provided above, except while making deliveries or pickups in the normal course of business. No vehicle shall be parked on any portion of the roads within the Condominium on an overnight basis or for an extended period of time. The Association through its Board of Directors shall have the right to impose rules and regulations regarding parking on the roads within the Condominium and such rules may impose time limits for such parking.

Section 6. Signs, Advertising and Mailboxes. No commercial signs of any kind shall be placed or maintained within or upon any Unit except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors shall have the right to restrict the size, color and content of such signs. The Board of Directors shall have the right to control or preclude the placement of any "for sale" sign or other advertisement anywhere in the Condominium. Any and all mailboxes installed within the Condominium shall conform to such standards as may be established by the Board of Directors.

Section 7. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must be kept free of debris, litter and trash and appropriate measures must be taken to protect such Units from winter weather-caused damage. 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 the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 8. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and absolutely intended. No Co-owner may leave personal property of any description (including by way of

example and not limitation: bicycles, vehicles, sculptures or statues, chairs and benches) unattended on or about the Common Elements. No Co-owner may decorate or modify the exterior of any building in the Condominium (said exteriors comprising General Common Elements), except in accordance with rules adopted by the Association. (This limitation includes the installation of lights and other decorations during holiday seasons.) Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors. The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to limited common element patio areas, entry decks, porches and balconies situated within the Condominium. Except as specifically permitted in the Master Deed and/or By-Laws, no Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

Section 10. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 11. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Any revisions to these leasing provisions shall be subject to the limitation set forth in Article VIII, paragraph (d) of the Master Deed.

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

(1) A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents.

- (2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.
- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
 - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.
- (4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:
 - (i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
 - (ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (3)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

Section 12. Special Assessment Districts for Improvement of Dedicated Roads. At some time subsequent to the recording of the Master Deed, it may become necessary to pave

or improve some or all of the roads within or adjacent to the Condominium Project. If any such roads have been dedicated in accordance with Article VII, paragraph (a) of the Master Deed, such improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may be comprised of or include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner shall constitute the agreement of such Co-owner, his or her heirs, executors administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners with respect to any dedicated roads or streets; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 13. Non-Disturbance of Wetlands. A portion of the land in the Condominium is open space which includes wetland areas protected under Part 303 of the Natural Resources and Environmental Protection Act ("NREPA"), as amended by Public Act No. 59 of 1995. These areas are shown on the Condominium Subdivision Plan. Under the provisions of Part 303 of NREPA, activities affecting wetland areas may only be undertaken after a permit has been obtained from the Michigan Department of Environmental Quality. Restricted activities include any disturbance of a wetland by depositing material in the wetland, dredging or removing material from the wetland, draining water from the wetland and constructing, operating or maintaining any use or development in the wetland. In order to assure that no inadvertent violations of the Part 303 of NREPA or any other applicable statute occur, no Co-owner may disturb the wetland or wetland buffer areas contained in the areas designated in the Condominium Subdivision Plan as subject to the Easement for Wetland Preservation reserved in Article VII of the Master Deed. In addition, no fertilizers or other toxic chemicals may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any wetlands which may be located within or bordering on the Condominium. The Association may ban fertilizers or toxic chemicals which may damage any such wetlands from use in the Condominium.

Section 14. Non-Disturbance of Wetland Mitigation Areas. Portions of the open space areas located within the Condominium have been established as Wetland Mitigation Areas as shown on the Condominium Subdivision Plan. Said mitigation areas (the "Mitigation Areas") are included in the Easement for Wetland Preservation described in Section 13 immediately above and are subject to the restrictions set forth in that provision. In addition, any cutting of newly established vegetation within the Mitigation Areas is expressly prohibited and, except for chemicals specifically suited for the control of purple loosestrife (*lythrum salicaria*) and giant reed grass (*phragmites australis*), no fertilizers, herbicides, insecticides, algicides, rodenticides, or other toxic chemicals shall be applied to or used within the Mitigation Areas.

Section 15. Protected Woodlands. A portion of the land in the Condominium includes woodlands that are subject to regulation under the ordinances of Ypsilanti Township. These

regulated woodland areas are designated as such on the Condominium Subdivision Plan. In order to assure that no inadvertent violations of applicable Township ordinances regarding protected woodlands occur, no Co-owner may cause or permit any tree or other vegetation located within the areas designated on the Plan as protected woodlands to be cut or otherwise disturbed.

Section 16. Use of the Pond and Other Recreation Facilities. Due to the very shallow nature of the pond located within the Condominium, no motorized craft of any sort shall be launched from any part of the Condominium or otherwise used on the pond. Navigation of the pond shall be limited to paddle boats, rowboats, canoes, kayaks or windsurfers. Due to the shallowness of the pond adjacent to the shore land included in the Condominium, no diving shall be permitted from any fishing or swimming dock installed or maintained on or from such shore land. No Co-owner shall use or permit the use of any portion of the Condominium established as a nature preserve area for any use other than hiking on established nature trails through such area. The authority to make rules and regulations accorded to the Board of Directors of the Association in subsection 2(c) of this Article VI shall include, without limiting the same, the authority to make reasonable rules and regulations regarding the use of any recreation facilities established or constructed as part of the General Common Elements of the Condominium, including any clubhouse, swimming pool, gazebos (if constructed), or any swimming, fishing or boating dock or beach constructed or established on or within the shore land portion of the Condominium. The Association, through its Board of Directors, may elect to maintain a limited number of paddle boats, canoes or similar non-motorized craft for use by Co-owners and their guests, tenants or invitees on such terms and conditions as may be deemed reasonable by the Board of Directors or said Board of Directors may elect to rent or lease slips or docking spaces for small, non-motorized craft to Co-owners pursuant to rules and regulations adopted by the Board of Directors.

ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

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 Condominium Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium, (e) any condemnation or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII VOTING

Section 1. Vote. Except as limited in these By-Laws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. 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.

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.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent 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 of any person furnished

at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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

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. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association in each succeeding year, at such time and place as shall be determined by the Board of Directors. 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 By-Laws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. 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 one third (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 4. 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 the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section

3 of these By-Laws 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 5. 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 forty eight (48) hours from the time the original meeting was called.

Section 6. 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 7. 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 4 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 8. 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 is present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. 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 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.

ARTICLE X
BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five (5) members, all of whom 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.

- (1) At each annual meeting, either three (3) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (2) 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 By-Laws 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 Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy five (75%) percent of all of the members of the Association in number and in value;

(h) To make rules and regulations in accordance with Article VI, Section 2(b) and (c) of these By-Laws and to maintain and operate such recreation facilities as may be constructed or established as General Common Elements of the Condominium;

(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; and

(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 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, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors 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. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association.

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 fifty (50%) percent 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 thirty five (35%) percent 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.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the

meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board 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 (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone, telefax or electronic mail, at least ten (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 three (3) days notice to each given personally, by mail, telephone, telefax, or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

Section 11. 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 twenty four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. 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.

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 (1) person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 may in his 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 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 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 shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he 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 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 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
FINANCES

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such 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. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved

by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one third (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 By-Laws.

Section 3. By the Co-owners. These By-Laws 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 sixty six and two thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty six and two thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Association. These By-Laws may be amended by the Association without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

Section 7. Approval of the Township of Ypsilanti. Any amendment to these By-Laws which affects the conditions imposed on the Condominium by the Township of Ypsilanti or the rights of the Township shall require the prior written consent of the Township, which consent will not be unreasonably withheld.

ARTICLE XVII COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium 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 By-Laws 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 attorney's 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, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX below.

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. 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 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 By-Laws.

(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 ten (10) days from the date of the Notice.

(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. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

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

(b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).

(c) Third Violation. A fine of One Hundred Dollars (\$100.00).

(d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in the Washtenaw County Records and the new schedule shall be effective upon recording.

Section 4. Collection. 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 on the first 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 this Article XX of these By-Laws.

ARTICLE XXI JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the

requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these By-Laws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall including the following information copied onto 8-1/2" x 11" paper:

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

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

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

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

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

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the litigation attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

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

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

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

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the

Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XXII SEVERABILITY

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

H:\KRF\THE POINTE AT ISLAND LAKE CONDO ASSN\AMD & RESTATED BY-LAWS 12.9.10.WPD

REPLAT No. 2 TO
 WASHTENAW COUNTY CONDOMINIUM SUBDIVISION
 PLAN NUMBER 359
 EXHIBIT B TO THE MASTER DEED OF

The Pointe at Island Lake

YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE SOUTH 1/2 OF SECTION 23, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 23, TOWN 3 SOUTH, RANGE 7 EAST, YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE NORTH 89° 59' 40" WEST 1310.94 FEET ALONG THE SOUTH LINE OF SAID SECTION 23; THENCE NORTH 01° 05' 00" WEST 60.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01° 05' 00" WEST 700.62 FEET; THENCE NORTH 87° 16' 40" EAST 1179.56 FEET; THENCE SOUTH 34° 31' 23" EAST 191.63 FEET; THENCE 84.16 FEET ALONG THE ARC OF A 554.88 FOOT RADIUS CIRCULAR CURVE CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 08° 41' 24", HAVING A CHORD WHICH BEARS SOUTH 38° 52' 05" EAST 84.08 FEET; THENCE SOUTH 43° 12' 45" EAST 446.97 FEET; THENCE 174.36 FEET ALONG THE ARC OF A 240.00 FOOT RADIUS CIRCULAR CURVE CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 41° 37' 30" HAVING A CHORD WHICH BEARS SOUTH 22° 24' 00" EAST 170.55 FEET; THENCE SOUTH 01° 35' 20" EAST 50.13 FEET; THENCE NORTH 89° 57' 45" WEST 386.66 FEET; THENCE NORTH 89° 59' 40" WEST 1312.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,080,757 SQUARE FEET OR 24.81 ACRES.
 SUBJECT TO AND TOGETHER WITH EASEMENTS, EXCEPTIONS, CONDITIONS AND RESTRICTIONS OF RECORD. SAID LAND EXTENDS TO AND INCLUDES A PORTION OF A POND AND INCLUDES AND IS SUBJECT TO RIPARIAN RIGHTS IN SAID POND.
 SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD AND ALL GOVERNMENTAL LIMITATIONS.

DEVELOPER
 THE POINT, L.L.C.
 A MICHIGAN LIMITED LIABILITY COMPANY
 DOING BUSINESS AS THE POINTE AT ISLAND LAKE
 31700 MIDDLEBELT RD. STE. 165
 FARMINGTON HILLS, MI 48334

SURVEYOR
 NOWAK AND FRAUS, P.L.L.C.
 46777 WOODWARD AVENUE
 PONTIAC, MICHIGAN 48342
 PHONE : (248) 332-7931
 FAX : (248) 332-8257

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NOTE

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED DRAWINGS WHICH ARE DATED 12/8/2010. THESE DRAWINGS ARE TO REPLACE THOSE PREVIOUSLY RECORDED.

Alan Spasnik



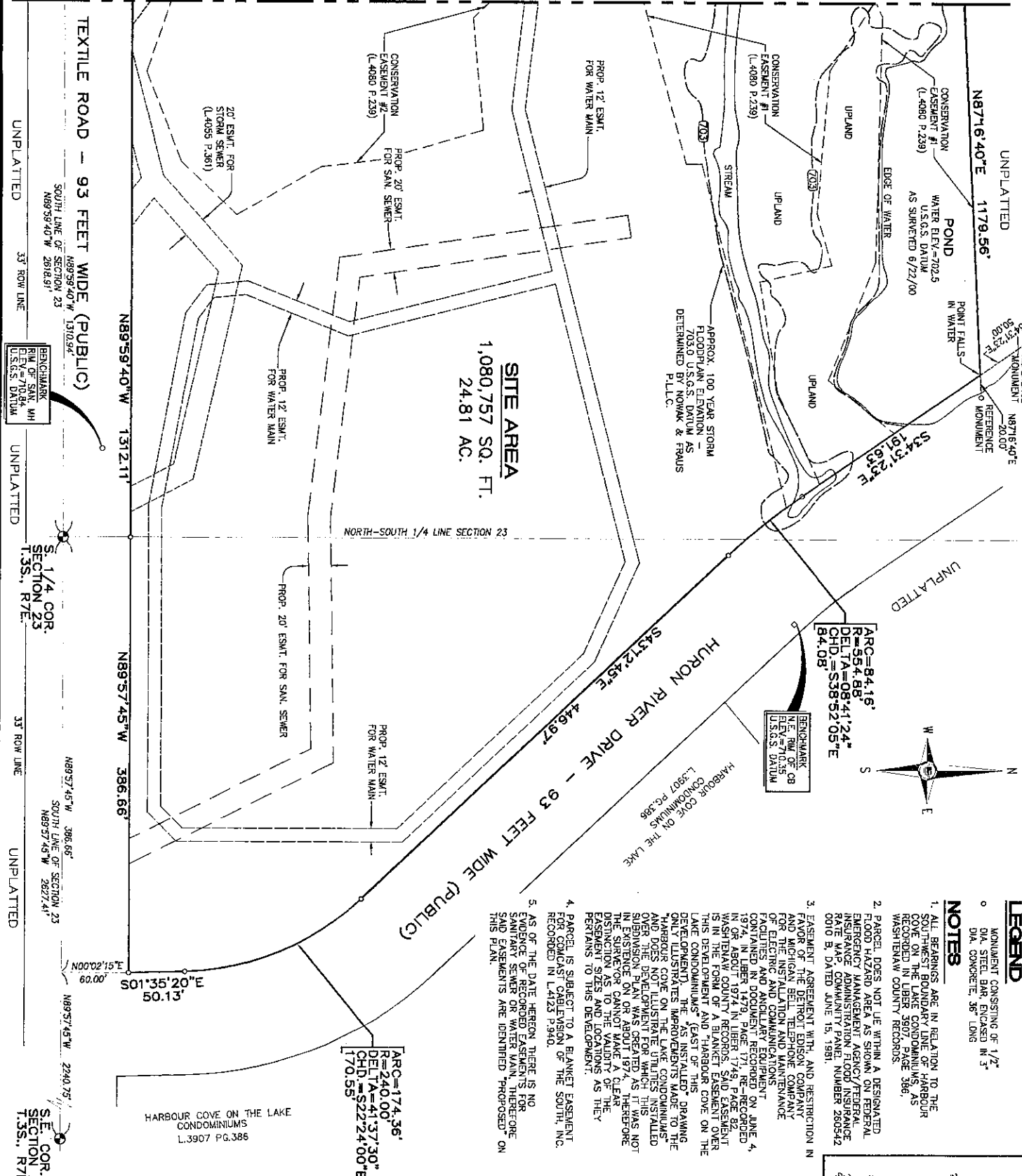
TITLE SHEET

AS-BUILT 12/8/2010

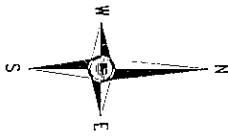
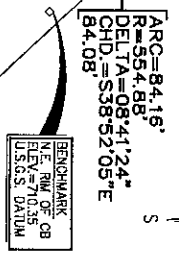
ISSUED 12/8/2010

JOB No. 4—B003

MATCH LINE SEE SHEET 3



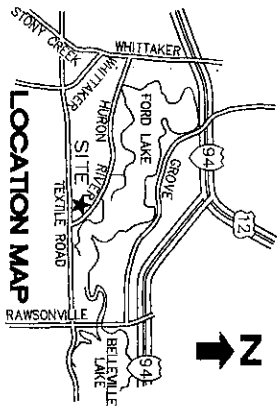
SITE AREA
1,080,757 SQ. FT.
24.81 AC.



- LEGEND**
- MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR, ENCASED IN 3" WASHSTRAW CONCRETE, 36" LONG

NOTES

- ALL BEARINGS ARE IN RELATION TO THE SOUTHWEST BOUNDARY LINE OF HARBOUR COVE ON THE LAKE CONDOMINIUMS, AS SHOWN ON THE WASHINGTON COUNTY RECORDS.
- PARCEL DOES NOT LIE WITHIN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY/FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 260542 010 B, DATED JUNE 15, 1991.
- EASEMENT AGREEMENT WITH, AND RESTRICTION IN FAVOR OF THE DETROIT EDISON COMPANY AND MICHIGAN BELL TELEPHONE COMPANY OF ELECTRIC AND TELEPHONE SERVICE FACILITIES AND AUXILIARY EQUIPMENT, CONTAINED IN DOCUMENT RECORDED ON JUNE 4, 1974, IN LIBER 1779, PAGE 171, RE-RECORDED IN WASHINGTON COUNTY RECORDS, SAID EASEMENT IS THE DEVELOPMENT AND MAINTENANCE ON THE LAKE CONDOMINIUMS' (EAST OF THIS DEVELOPMENT) THE "AS INSTALLED" DRAWING ONLY ILLUSTRATES IMPROVEMENTS MADE TO THE HARBOUR COVE ON THE LAKE CONDOMINIUMS' AND DOES NOT ILLUSTRATE UTILITIES INSTALLED OVER THE DEVELOPMENT FOR WHICH THIS SUBDIVISION PLAN WAS CREATED AS IT WAS NOT THE SURVEYOR'S DUTY TO MAKE A CLEAR DISTINCTION AS TO THE VALIDITY OF THE EASEMENT SIZES AND LOCATIONS AS THEY PERTAIN TO THIS DEVELOPMENT.
- PARCEL IS SUBJECT TO A EASEMENT FOR CONCRETE CHALLENGER OF THE SOUTH, INC. RECORDED IN L4123 P.940.
- AS OF THE DATE HEREON THERE IS NO EVIDENCE OF RECORDED EASEMENTS FOR SANITARY SEWER OR WATER MAIN, THEREFORE THIS EASEMENTS ARE IDENTIFIED PROPOSED ON THIS PLAN.

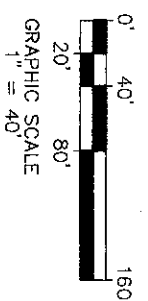


Surveyors' CERTIFICATE

I, GLEN YLJANINEN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 359 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE HEREIN DESCRIBED, THAT THERE ARE NO EXISTING EASEMENTS OR INTERESTS IN THE LAND AND RIGHTS HEREIN DESCRIBED THAT HAVE BEEN LOCATED ON THE GROUND AS REQUIRED BY THE RULES PROULGATED 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 PROULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

GLEN YLJANINEN, P.S., No. 22826
46777 WOODWARD AVENUE
PONTIAC, MI 48342

DATE: 12/8/2010

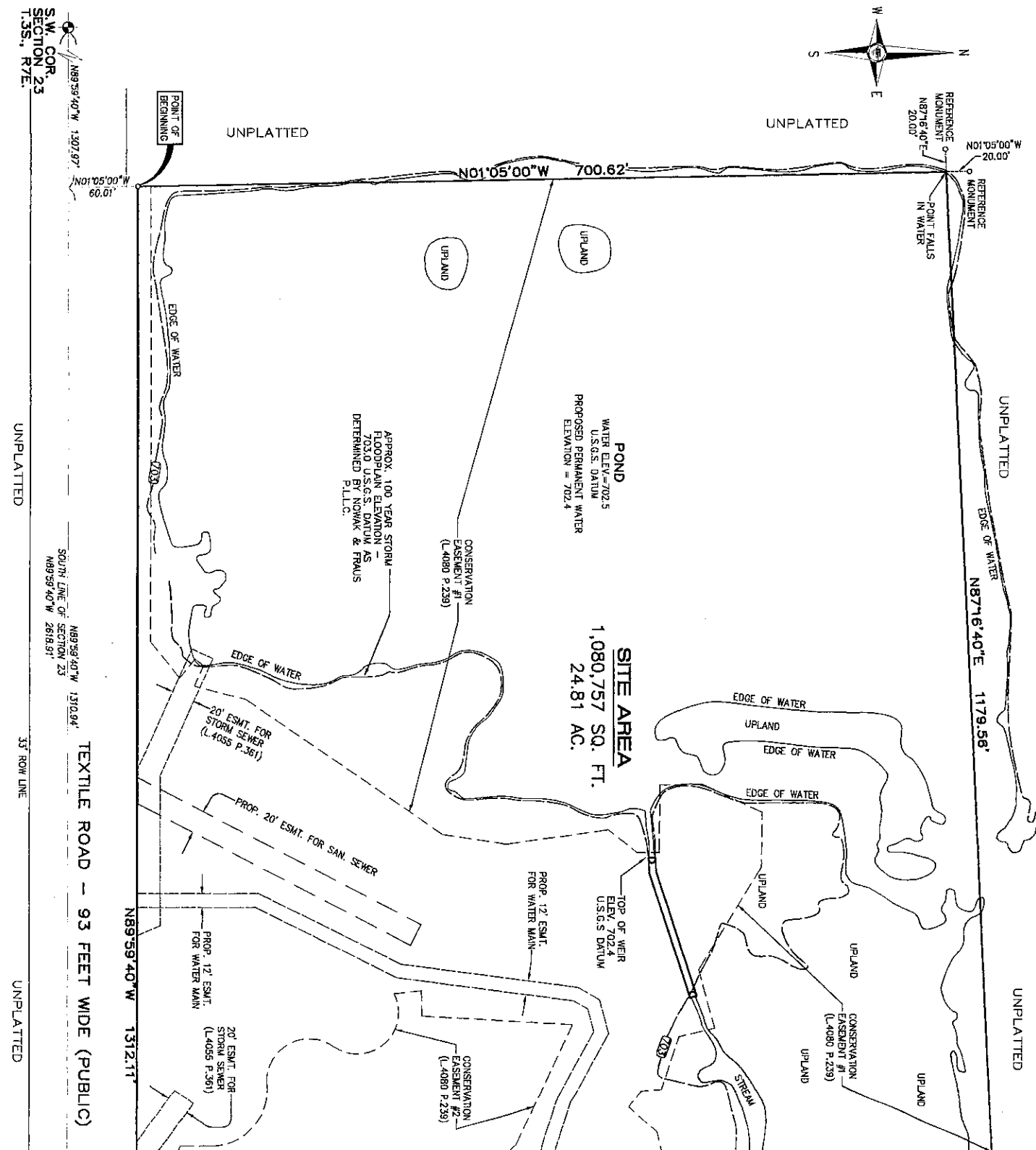
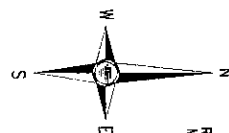


SURVEY PLAN
AS-BUILT 12/8/2010

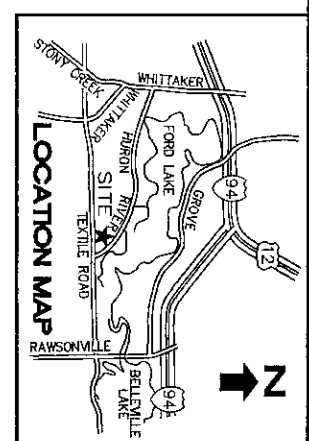


The Pointe
at
Island Lake

SCALE	1" = 40'	ISSUE DATE	12/8/2010
DRAWN BY	M. TURCO	JOB NUMBER	4-0003
CHECKED BY		SHEET NUMBER	2



MATCH LINE SEE SHEET 2

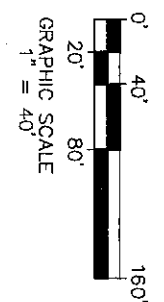


LEGEND
 ○ MONUMENT CONSISTING OF
 1/2" DIA. STEEL BAR ENCASED
 IN 3" DIA. CONCRETE, 36" LONG

FLOOD NOTE

PARCEL DOES NOT LIE WITHIN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY/FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 260542 0010 E, DATED JUNE 15, 1981.

NOTE
 1. SEE SHEET 2 FOR SURVEY NOTES.



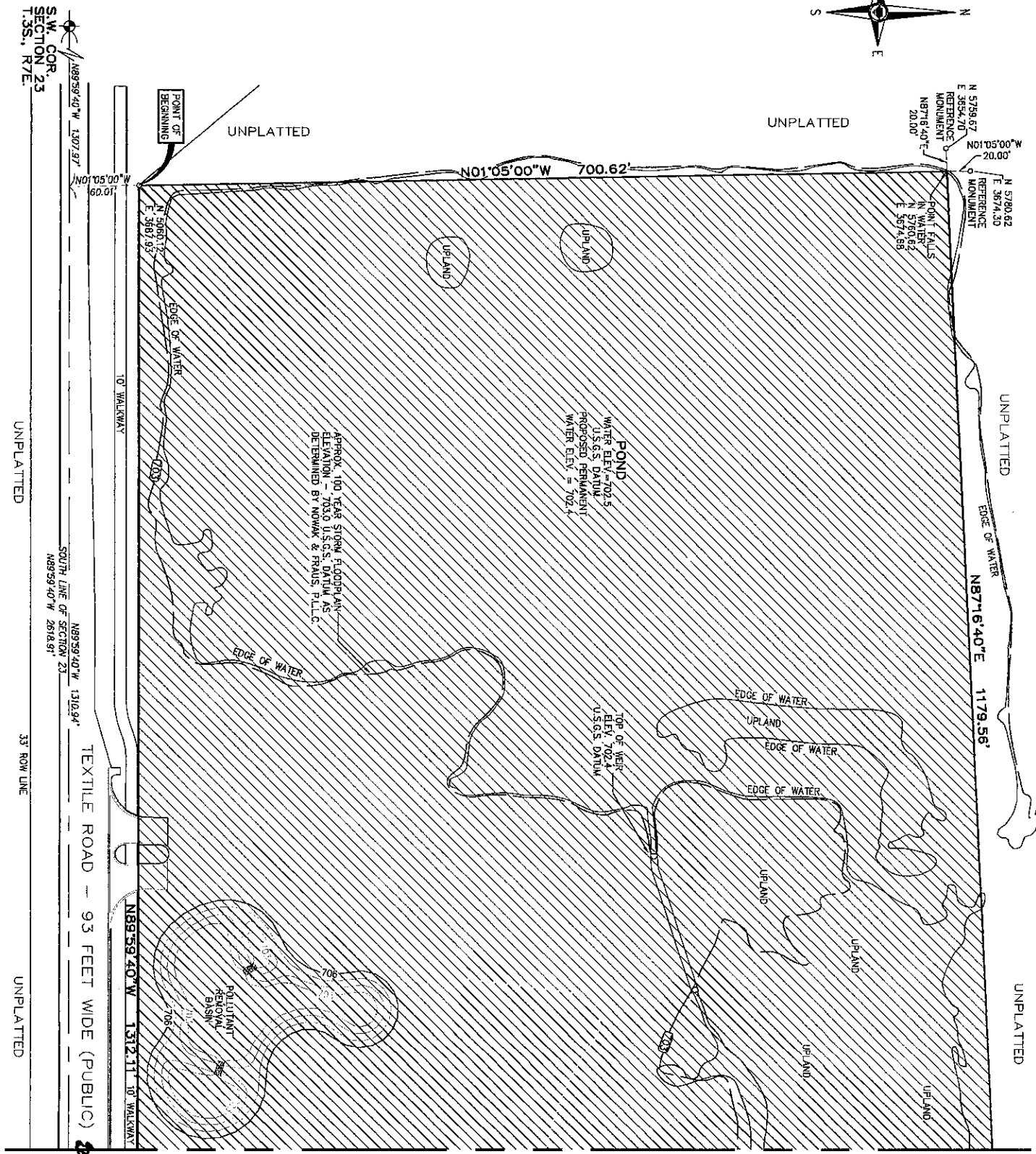
SURVEY PLAN-CONTINUED
 AS-BUILT 12/8/2010



DFE
NOWAK & FRAUS
 Civil Engineers Land Surveors
 4177 Woodward
 Farmington, Michigan 48342
 Tel: (248) 332-2878
 Fax: (248) 332-0257

The Pointe
 at
Island Lake

SCALE	1" = 40'	ISSUES	JOB NUMBER
ISSUE DATE	12/8/2010	DRAWN BY	4-B003
		APPROVED BY	SHEET NUMBER
			3







MATCH LINE SEE SHEET 4

NOTES

1. ALL DRIVEWAYS, PATIOS, PORCHES, ENTRY DECKS, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT OR UNITS WHICH THEY SERVE.
2. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
3. UNITS 25 THRU 36, UNITS 51 THRU 108 ALL INCLUDING PROPOSED UPSTAIRS AND COMMONS HAVE BEEN BUILT. UNITS THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
4. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
5. SEE SHEET 20 FOR UNIT FINISH FLOOR ELEVATIONS.

LEGEND


-  LIMITS OF BUILDING
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT
-  MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR ENCASED IN 4" DIA. CONCRETE, 36" LONG



SITE PLAN--CONTINUED
AS-BUILT 12/8/2010



David J. Phipps

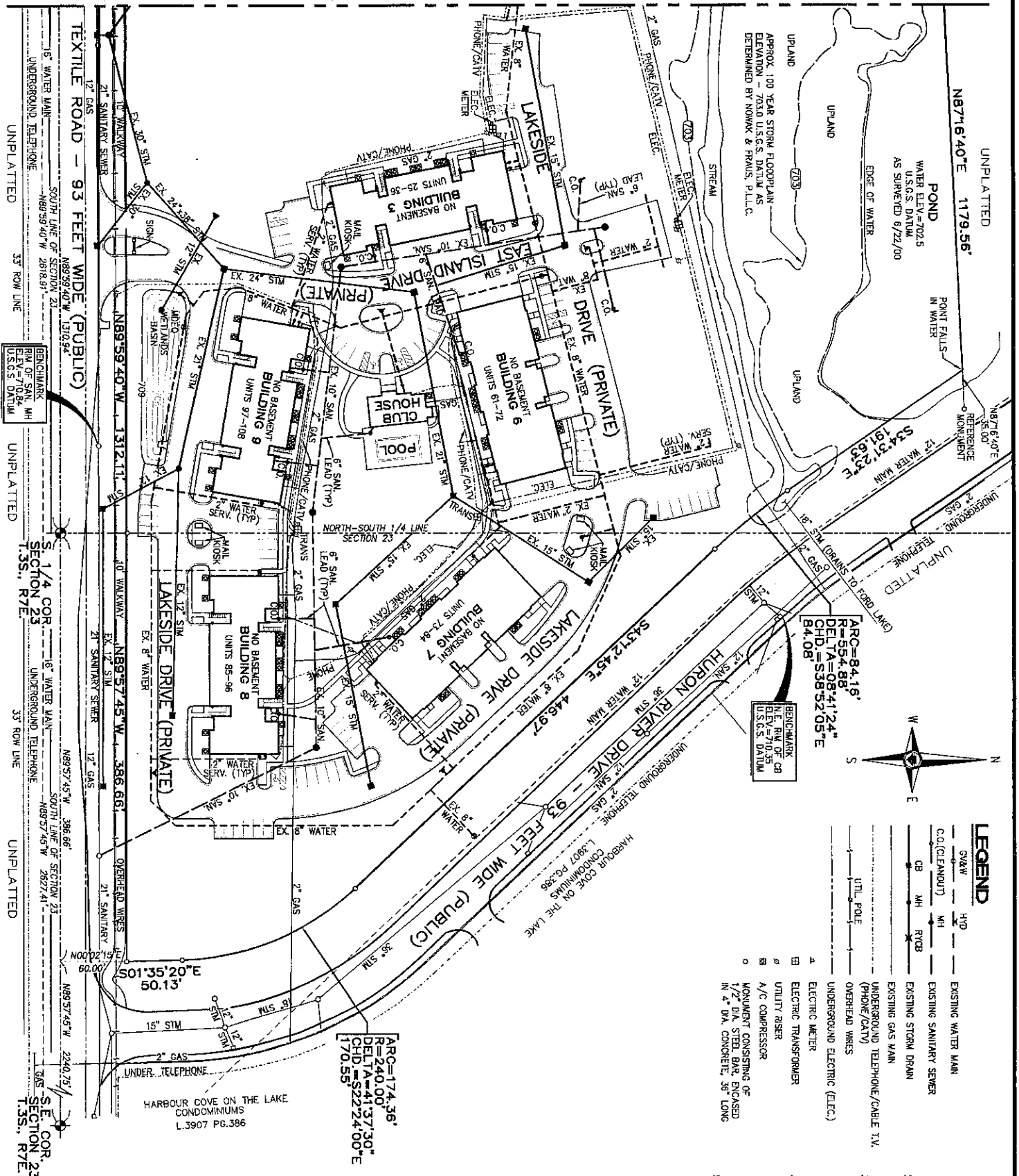


NOWAK & FRAUS
Civil Engineers Land Surveyors
4877 Woodford
Pewaukee, Wisconsin 53091
Tel. (262) 333-7070
Fax (262) 333-8277

The Pointe
at
Island Lake

SCALE: 1" = 40'	DESIGNER: JOB NUMBER
ISSUE DATE: 12/8/2010	DRAWN: M. THRO
APPROVED:	SHEET NUMBER
	5

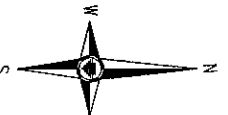
MATCH LINE SEE SHEET 7



UNPLATTED
 N87°16'40"E 1179.56'
 POND
 WATER ELEV.=702.5
 U.S.G.S. DATUM
 AS SURVEYED 6/22/00

BENCHMARK
 ELEV. = 710.35
 U.S.G.S. DATUM
 ARC=84.16'
 R=354.88
 DELTA=08°41'24"
 CHD=538.52 03"E
 84.08

BENCHMARK
 ELEV. = 710.35
 U.S.G.S. DATUM
 ARC=174.36'
 R=240.00
 DELTA=41°37'30"
 CHD=522.24 00"E
 170.55



LEGEND

- GAWW — EXISTING WATER MAIN
- HYD — EXISTING SANITARY SEWER
- C.O.(CLEANOUT) — EXISTING STORM DRAIN
- CB — EXISTING GAS MAIN
- MH — UNDERGROUND TELEPHONE/CABLE 1/V.
- R/CB — OVERHEAD WIRES
- UTILITY POLE — UNDERGROUND ELECTRIC (ELEC.)
- 1 — ELECTRIC METER
- 2 — ELECTRIC TRANSFORMER
- 3 — UTILITY RISER
- 4 — A/C COMPRESSOR
- 5 — MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR ENCASED IN 4" DIA. CONCRETE, 36" LONG

NOTES

1. ALL UNITS ARE SERVICED WITH SANITARY SEWER AND WATER MAIN. INFORMATION AS SHOWN, OBTAINED FROM PLANS PREPARED BY NOWAK & FRAUS P.L.L.C.
2. ALL UNITS ARE SERVICED WITH ELECTRIC BY DTE ENERGY TELEPHONE BY AT&T, INC. AND GAS BY CONSUMERS ENERGY CO.
3. UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FIELD RECORDS. THE DISCREPANCY BETWEEN THESE RECORDS AND THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY THEREOF.
4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT". UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
5. ALL WATER LEADS TO BUILDINGS SHALL BE 2" DOMESTIC SERVICE. BUILDINGS 3, 7, 8 AND 9 CONTAIN FIRE SUPPRESSION SYSTEMS. BUILDING 6 DOES NOT.

TEXTILE ROAD — 93 FEET WIDE (PUBLIC)
 12" GAS
 21" SANITARY SEWER
 6" WATER MAIN
 UNDERGROUND TELEPHONE
 UNPLATTED
 53' ROW LINE

DF
NOWAK & FRAUS
 Civil Engineers Land Surveyors
 4877 Woodland
 Fenton, Michigan 48832
 Tel. (248) 333-7295
 Fax (248) 333-0295

The Pointe
 at
Island Lake

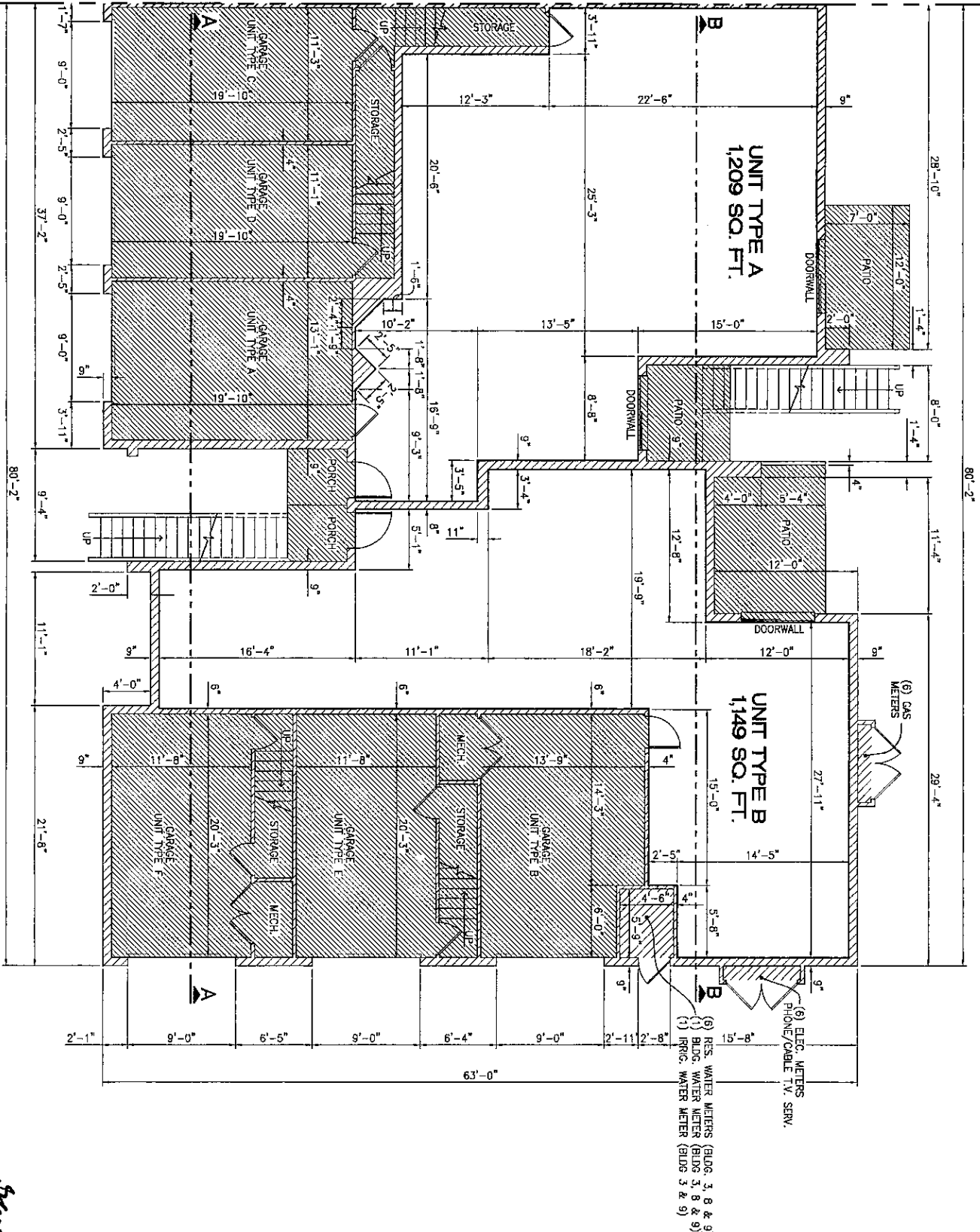
SCALE: 1" = 40'
 ISSUE DATE: 12/8/2010
 DRAWN: M. THURO
 CHECKED: J. B. HUNTER
 SHEET NUMBER: 6

UTILITY PLAN
 AS-BUILT 12/8/2010

GRAPHIC SCALE
 1" = 40'

San Hymanian

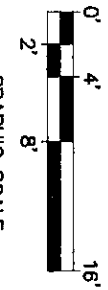
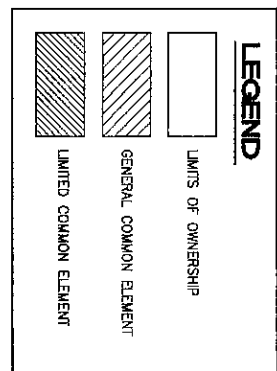
MATCH LINE SEE SHEET 9



- (6) RES. WATER METERS (BLDG. 3, 8 & 9)
- (6) BLDG. WATER METER (BLDG 3, 8 & 9)
- (1) IRRIG. WATER METER (BLDG 3 & 9)
- (6) GAS METERS
- (6) ELEC. METERS
- PHONE/CABLE T.V. SERV.

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOONERTS AND ASSOCIATES P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED; THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
2. ALL DRIVEWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVICE.
4. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
5. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT". UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
6. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
7. UNITS 33, 88 AND 100 ARE TYPE A.
8. UNITS 35, 85 AND 97 ARE TYPE B.



FIRST FLOOR PLAN
UNIT TYPE A AND B
AS-BUILT 12/8/2010

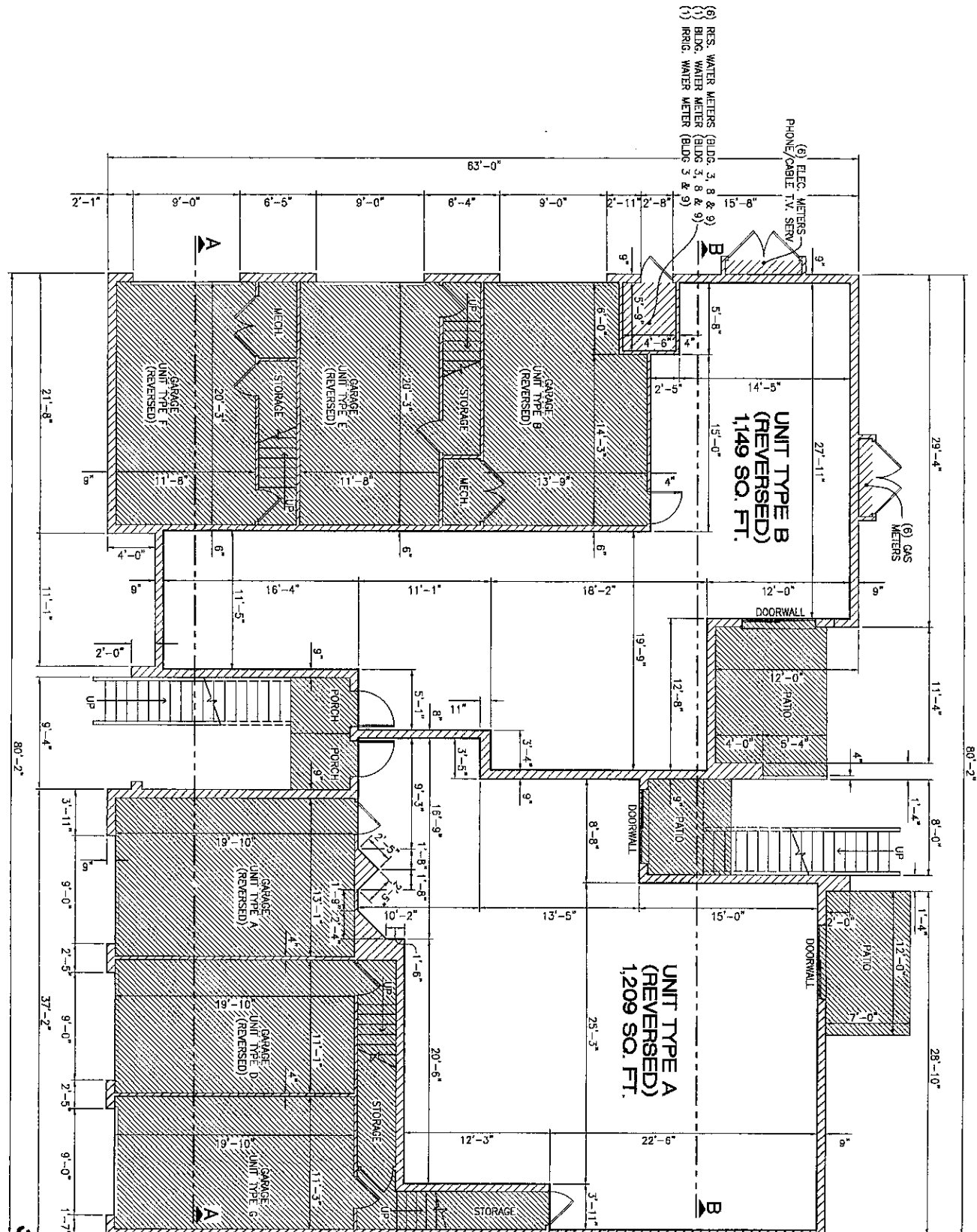
Star Spinning



NOWAK & FRAUS
Civil Engineers Land Surveyors
4877 Woodland
Portland, Oregon 97230 48342
Tel. (503) 338-2831
Fax. (503) 338-8237

The Pointe at Island Lake

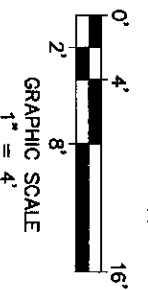
SCALE	1" = 4'	ISSUED	NOVEMBER 2010
DATE	12/8/2010	PROJECT	NOVAK & FRAUS
BY	AMENDOR	SHEET	NUMBER
			8



FIRST FLOOR PLAN
UNIT TYPE A AND B (REVERSED)
AS-BUILT 12/8/2010

LEGEND	
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
(A/R)	DEVOTES REVERSE UNIT TYPE

- NOTES**
1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: LINDNER, SOGARDI AND ASSOCIATES, P.C. RECORDED APRIL 5, 2001 AND FIELD NOTES, P.C. FILE NUMBER 87, NOWAK & FRAUS ENGINEERS, NOVEMBER 29, 2010. ACCESS TO PLANS OR COULD BE OBTAINED BY THE DIMENSIONS SHOWN ON THIS PLAN ARE THE RESULT OF UNITS ACCESSED AND ARE REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEY MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
 2. ALL DRAWINGS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPROPRIATE TO THE UNIT WHICH THEY SERVE.
 3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
 4. UNITS 25 THRU 36, UNITS 61 THRU 108, ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVE SAID UNITS HAVE BEEN BUILT. UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
 5. ALL COMMON ELEMENTS AND UNITS ARE CONVEYED AS IS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
 6. UNITS 28, 93 AND 105 ARE TYPE A(R).
 7. UNITS 25, 96 AND 108 ARE TYPE B(R).

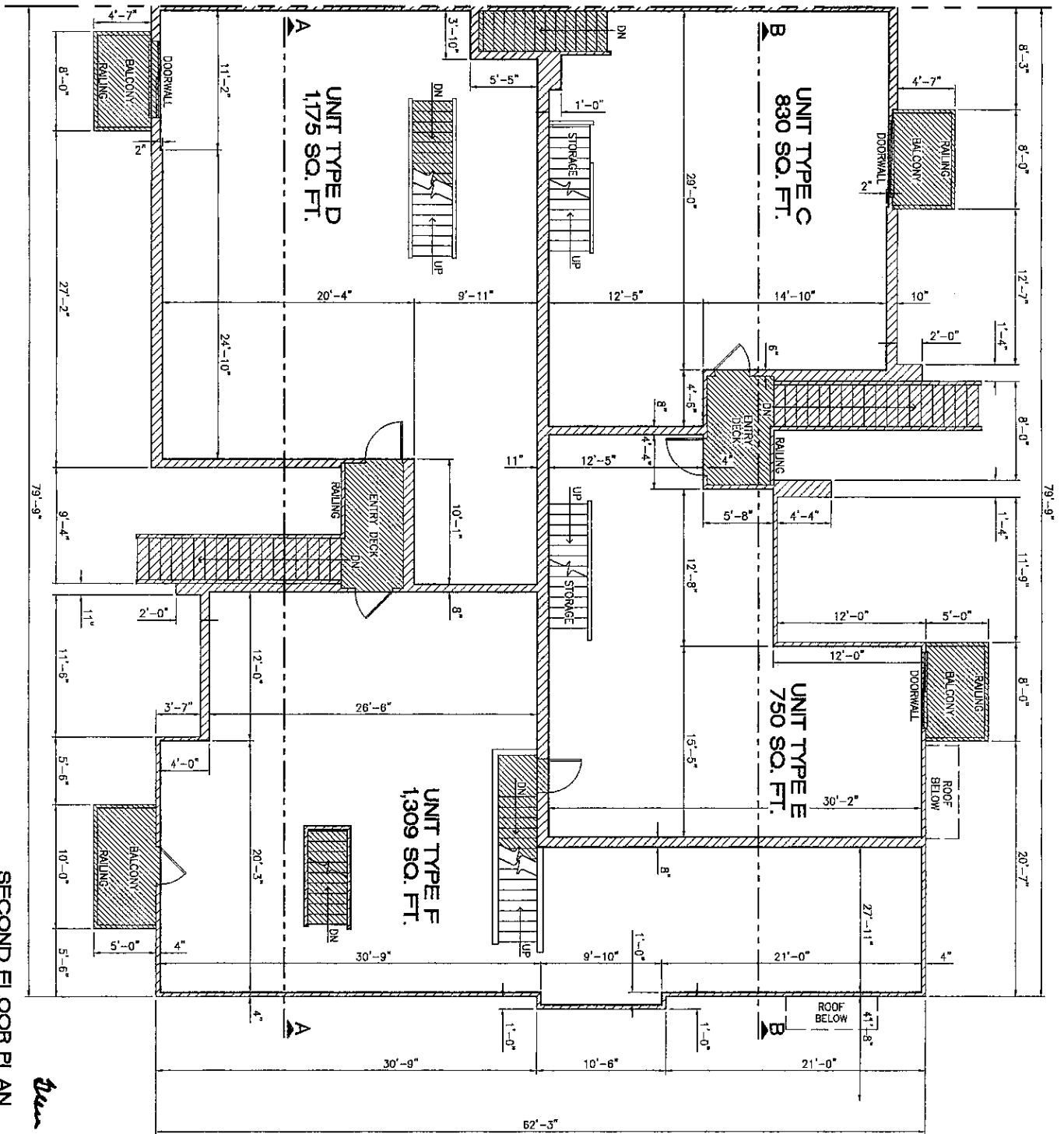


Nowak & Fraus
Civil Engineers and Land Surveyors
46772 Woodland
Columbia, Maryland 21046
Tel: (410) 332-2335
Fax: (410) 332-2333

The Pointe
at
Island Lake

SCALE	1" = 4'	JOB NUMBER	4-B003
ISSUE DATE	12/8/2010	DRAWN BY	MC, YSR/CO
		APPROVED BY	9

MATCH LINE SEE SHEET 11

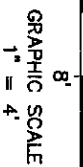


SECOND FLOOR PLAN
UNIT TYPE C, D, E AND F
AS-BUILT 12/8/2010

See explanation



NOVAK & FRAUS
Civil Engineers Land Surveyors
48777 Woodland
Farmington, Michigan 48342
Tel. (248) 333-7937
Fax. (248) 333-8257

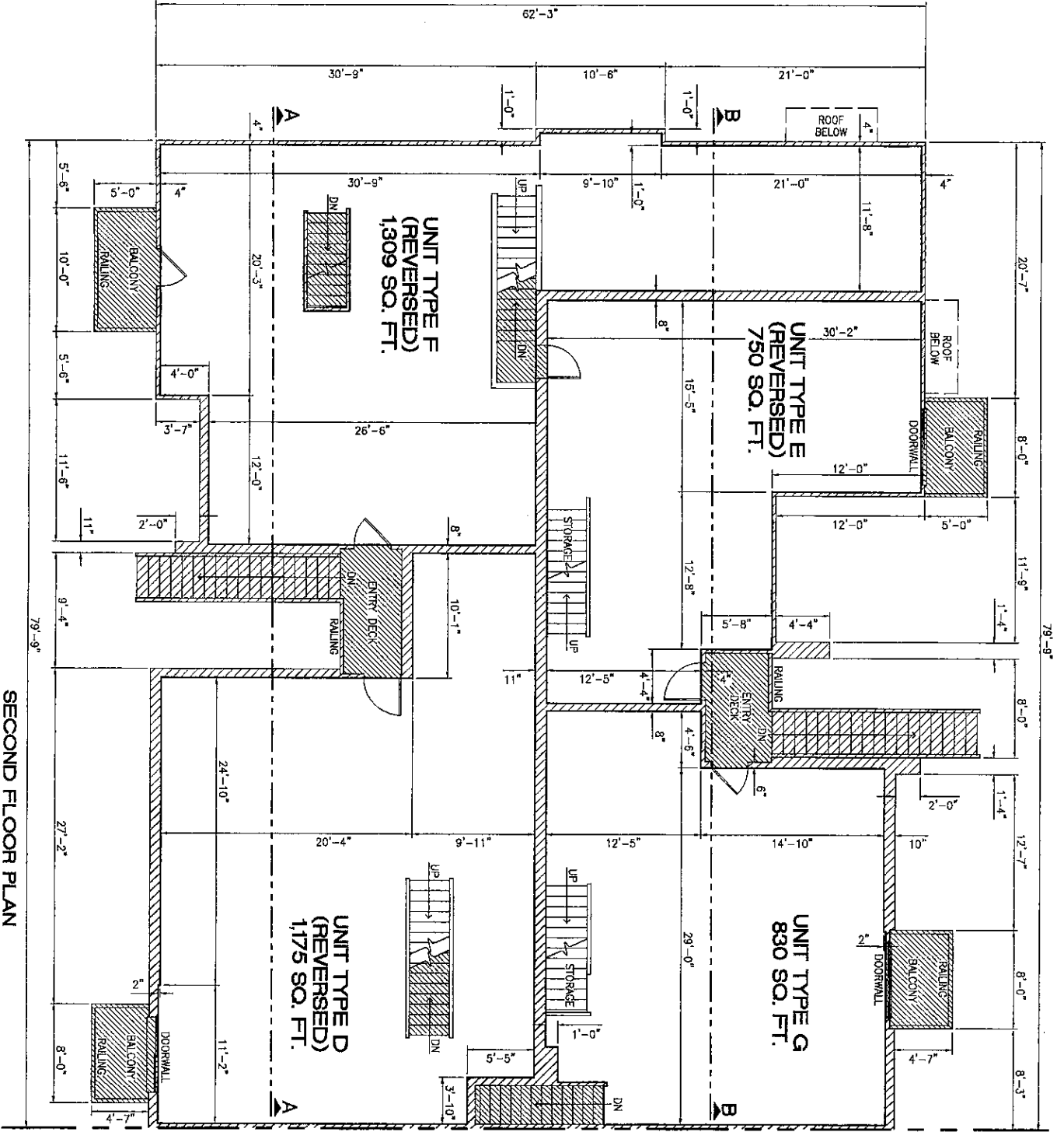


1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGARTS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOVAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED; THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
2. ALL DRIVEWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.
3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT". UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
5. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
6. UNITS 31, 90, AND 102 ARE TYPE C.
7. UNITS 32, 89 AND 101 ARE TYPE D.
8. UNITS 35, 86 AND 98 ARE TYPE E.
9. UNITS 34, 87 AND 99 ARE TYPE F.

LEGEND	
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT

SCALE	1" = 4'
ISSUE DATE	12/8/2010
DESIGNED BY	D.M. NOVAK
DRAWN BY	D.M. NOVAK
APPROVED BY	D.M. NOVAK
SHEET NUMBER	10

The Pointe
at
Island Lake

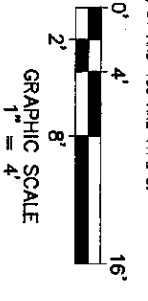
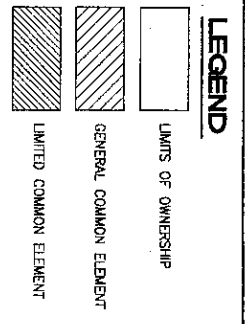


MATCH LINE SEE SHEET 10

SECOND FLOOR PLAN
UNITS D, E, F (REVERSED) AND G
AS-BUILT 12/8/2010

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. ROGERS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED. THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
2. ALL BARNWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVICE.
3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRWAYS ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS HAVE BEEN BUILT. UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTERNATIONALLY DELETED.
5. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
6. UNITS 29, 92 AND 104 ARE TYPE D(R).
7. UNITS 29, 92 AND 104 ARE TYPE D(R).
8. UNITS 26, 95 AND 107 ARE TYPE E(R).
9. UNITS 27, 94 AND 106 ARE TYPE F(R).
10. UNITS 30, 91 AND 103 ARE TYPE G.

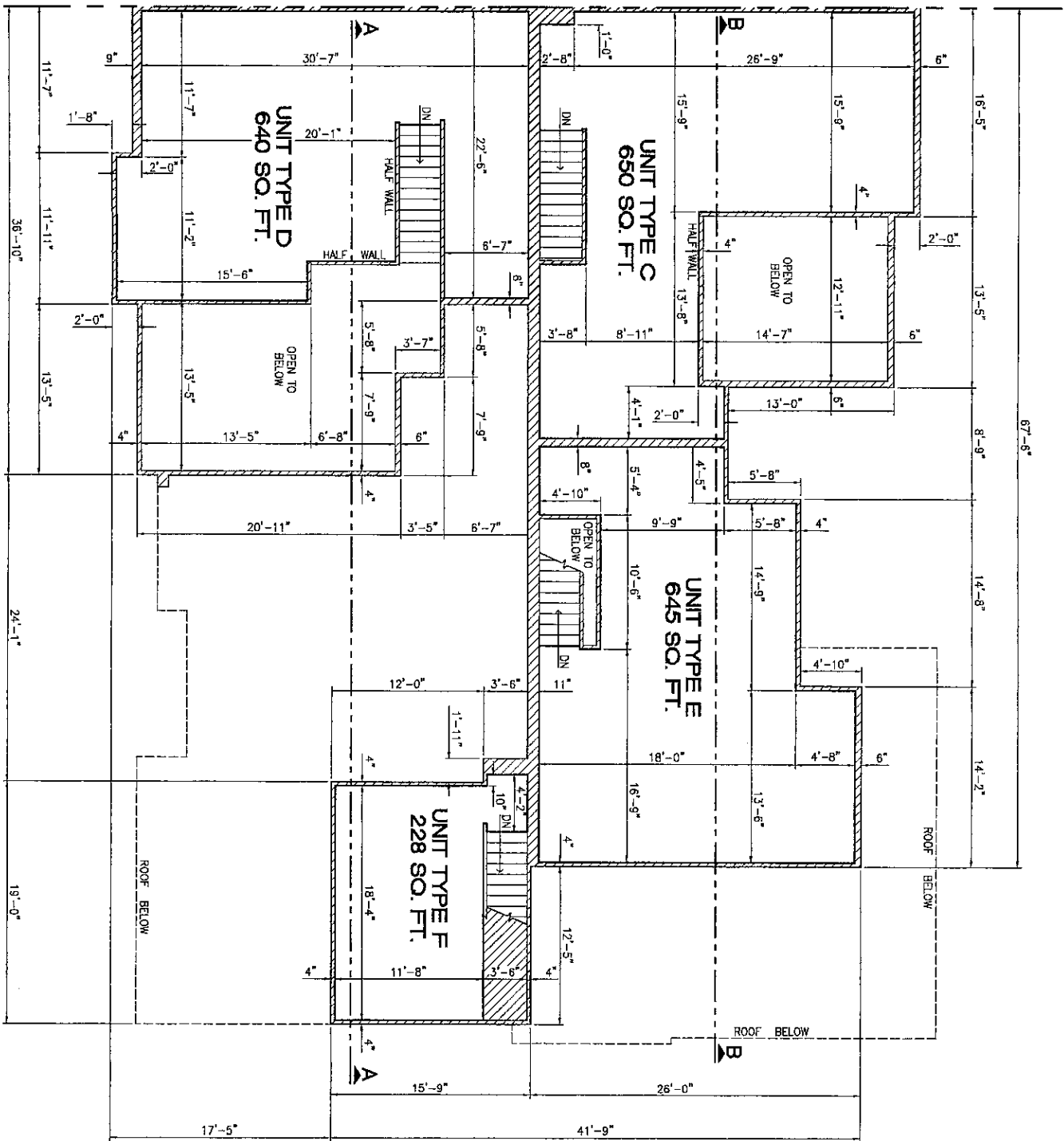


Our reputation
The Pointe
at
Island Lake

NOWAK & FRAUS
Civil Engineers Land Surveyors
4677 Westport
Fletcher, Virginia 24542
Tel. (248) 330-7931
Fax. (248) 332-6357

SCALE 1" = 4'
ISSUE DATE 12/8/2010
DESIGNER: JON NUMBER
DRAWN: L. TIBBO 4-EDDS
APPROVED: STREET NUMBER

MATCH LINE SEE SHEET 13



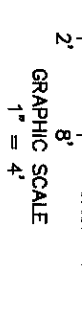
THIRD FLOOR PLAN
UNIT TYPE C, D, E AND F
AS-BUILT 12/8/2010



See Appendix

The Pointe
at
Island Lake

DF NOWAK & FRAUS
Civil Engineers Land Surveyors
4077 Woodrow Wilson
Livonia, Michigan 48150
Tel. (248) 332-7835
Fax. (248) 332-8257

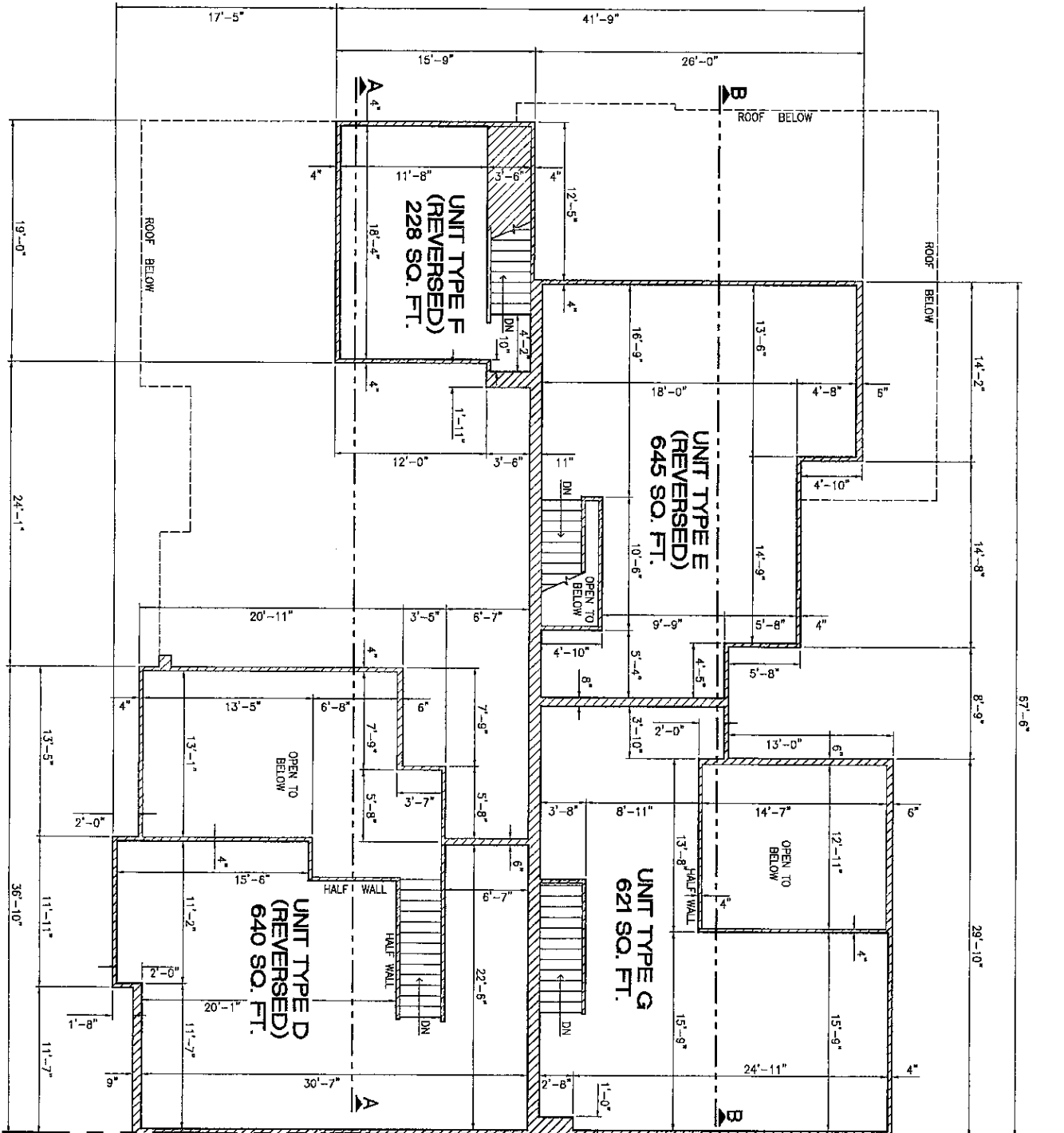


- NOTES**
1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGARTIS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED; THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF THE UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
 2. ALL DRIVEWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.
 3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
 4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT". UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
 5. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
 6. UNITS 31, 90 AND 102 ARE TYPE C.
 7. UNITS 32, 89 AND 101 ARE TYPE D.
 8. UNITS 35, 86 AND 98 ARE TYPE E.
 9. UNITS 34, 87 AND 99 ARE TYPE F.

LEGEND

	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT

SCALE 1" = 4'
ISSUE DATE: 12/8/2010
DRAWN BY: DWYAN M. TIBBEO
CHECKED BY: [Signature]
SHEET NUMBER: 12



MATCH LINE SEE SHEET 12

THIRD FLOOR PLAN
UNITS D, E, F (REVERSED) AND G
AS-BUILT 12/8/2010

LEGEND

- [White Box] UNITS OF OWNERSHIP
- [Hatched Box] GENERAL COMMON ELEMENT
- [Dotted Box] LIMITED COMMON ELEMENT
- [Box with A(R)] DEVOTES REVERSE UNIT TYPE

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGAKETS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED; THE DIMENSIONS SHOWN ON THIS PLAN ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
2. ALL DRIVEWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.
3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT". UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
5. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
6. UNITS 29, 92 AND 104 ARE TYPE D(R).
7. UNITS 26, 95 AND 107 ARE TYPE E(R).
8. UNITS 27, 94 AND 106 ARE TYPE F(R).
9. UNITS 30, 91 AND 103 ARE TYPE G.



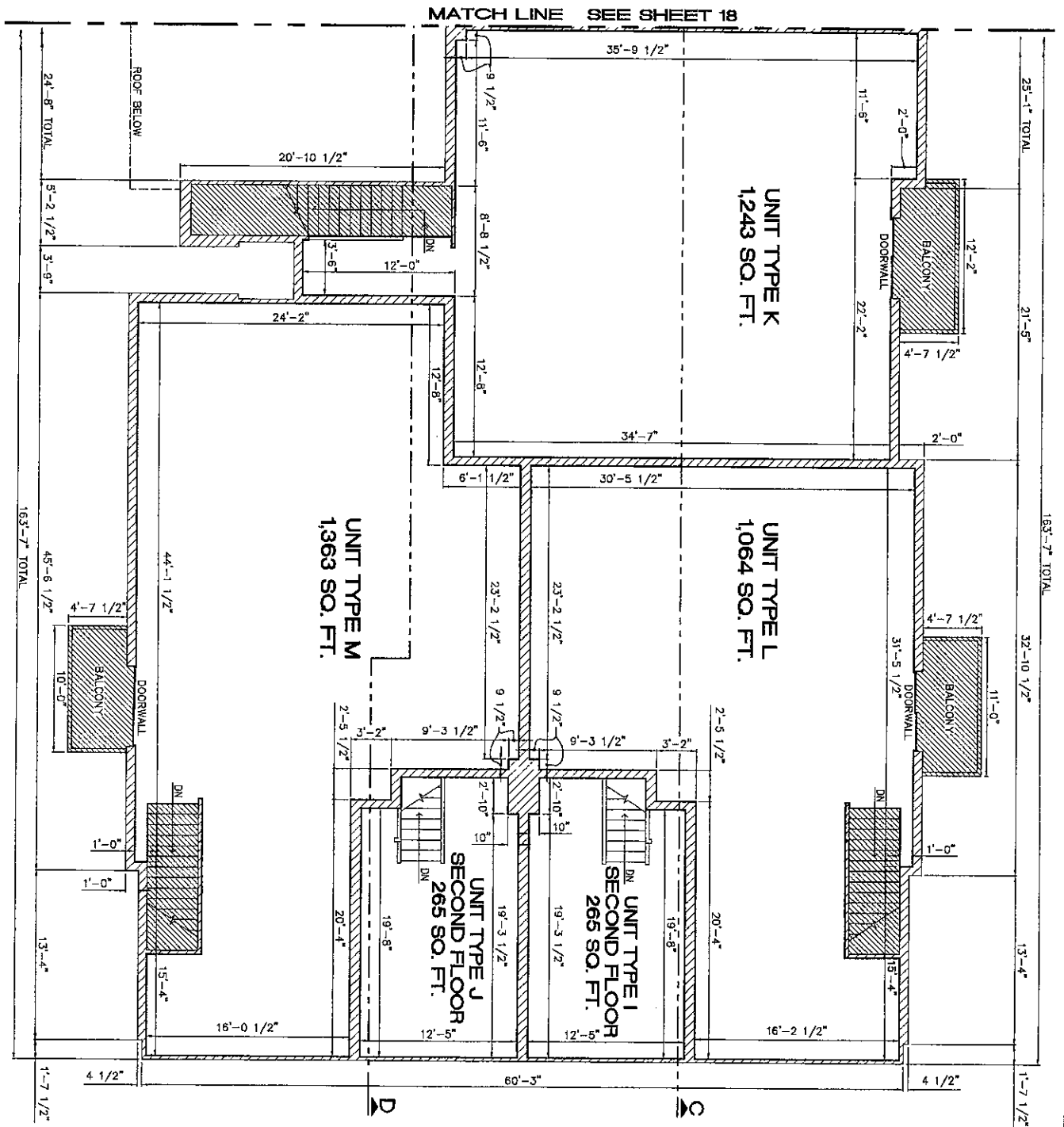
GRAPHIC SCALE
1" = 4'



Ben Spangherman
The Pointe
at
Island Lake

NOWAK & FRAUS
Civil Engineers Land Surveyors
4877 Woodward
Farmington Michigan 48342
Tel: (248) 332-7251
Fax: (248) 332-8257

SCALE: 1" = 4'
ISSUE DATE: 12/8/2010
DESIGNED: [Blank]
DRAWN: M. TIBCO
APPROVED: [Blank]
SHEET NUMBER: 13



SECOND FLOOR PLAN
UNIT TYPE I, J, K, L AND M
AS-BUILT 12/8/2010



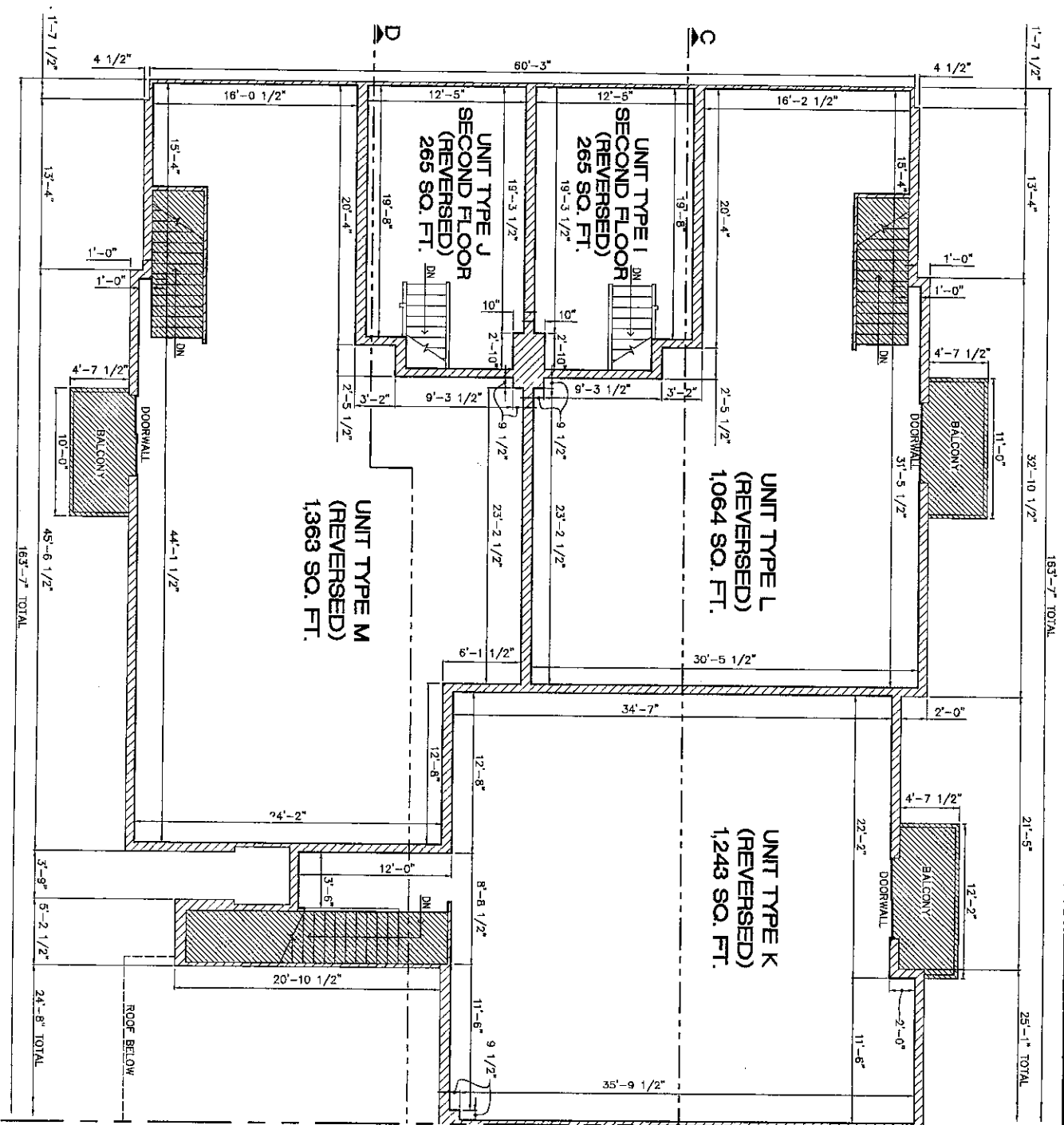
then
spanning
The Pointe
at
Island Lake

DF
NOWAK & FRAUS
Civil Engineers Lord Surveyors
4877 Woodland
Fenton, Michigan 48842
Tel. (248) 332-7831
Fax. (248) 332-8257



- LEGEND**
- LIMITS OF OWNERSHIP
 - GENERAL COMMON ELEMENT
 - UNITED COMMON ELEMENT
- NOTES**
1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGERIS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2007 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED. THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
 2. ALL DRIVEWAYS, PATIOS, PORCHES, STORAGE AREAS, MECHANICAL ROOMS AND GARAGES ARE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVICE.
 3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
 4. UNITS 25 THRU 36, UNITS 61 THRU 108 ALL INCLUSIVE, AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVICE SAID UNITS "HAVE BEEN BUILT." UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
 5. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.
 6. UNITS 66 AND 78 ARE TYPE K.
 7. UNITS 61 AND 73 ARE TYPE L.
 8. UNITS 64 AND 76 ARE TYPE M.
 9. UNITS 64 AND 76 ARE TYPE M.

SCALE	1/4" = 1'	DESIGNED BY	CGR MILLER
ISSUE DATE	12/8/2010	DRAWN BY	A. TIBBO
APPROVED BY		PROJECT NO.	4-BDD3
		SHEET NUMBER	17

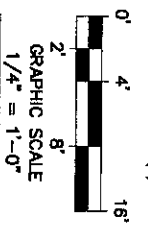


SECOND FLOOR PLAN
UNIT TYPE I, J, K, L AND M (REVERSED)
AS-BUILT 12/8/2010

LEGEND	
	UNITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	UNIT TYPE
	REVERSED UNIT TYPE

MATCH LINE SEE SHEET 17

- NOTES**
1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGARTS AND ASSOCIATES, P.C. RECORDED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED. THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
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 3. ALL WALKWAYS LEADING UP TO PORCHES AND EXTERIOR STAIRCASES ARE DESIGNATED AS GENERAL COMMON ELEMENTS.
 4. UNITS 25 THRU 36, UNITS 61 THRU 109, ALL INCLUSIVE AND ALL UTILITIES AND COMMON DRIVEWAYS REQUIRED TO SERVE SAID UNITS HAVE BEEN BUILT. UNITS 1 THRU 24 AND UNITS 37 THRU 60, ALL INCLUSIVE HAVE BEEN INTENTIONALLY DELETED.
 5. ALL COMMON ELEMENTS AND UNITS ARE CONVEYABLE AREAS SUBJECT TO CONVEYANCE PURSUANT TO ARTICLE XI OF THE MASTER DEED.
 6. UNITS 67 AND 79 ARE TYPE K(R).
 7. UNITS 72 AND 84 ARE TYPE L(R).
 8. UNITS 69 AND 81 ARE TYPE M(R).

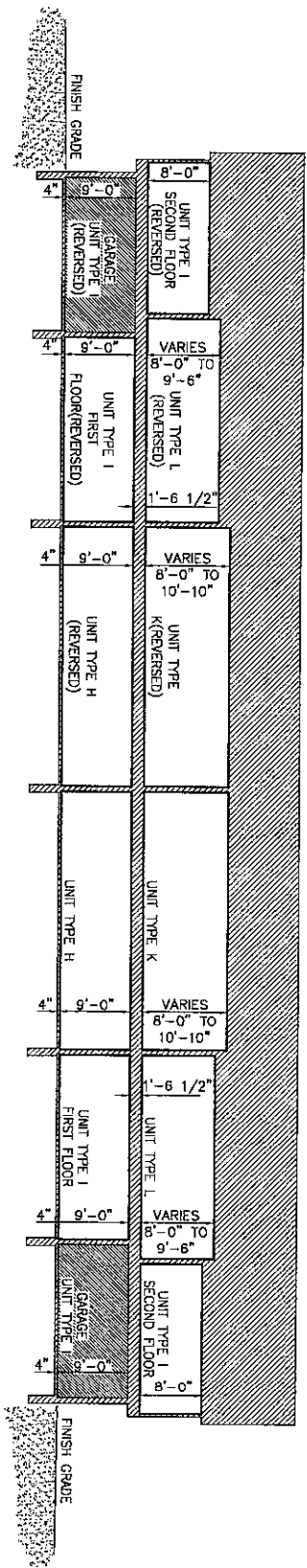


See Appendix

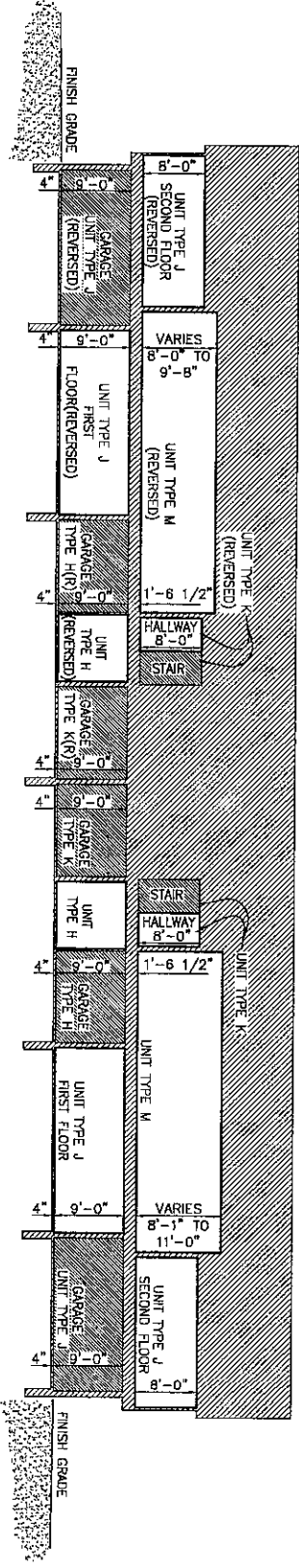
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The Pointe
at
Island Lake

SCALE	1/4" = 1'
DATE	12/8/2010
DESIGNER	DM
DRAWN	M. THERIO
CHECKED	
PROJECT NUMBER	13
SHEET NUMBER	13



BUILDING SECTION C-C

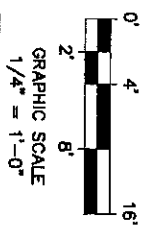


BUILDING SECTION D-D

LEGEND	
	LIMITS OF OWNERSHIP
	GENERAL COMMON ELEMENT
	LIMITED COMMON ELEMENT
	G-H (GARAGE APPURTENANT TO CORRESPONDING UNIT TYPE)
	G-H (R) (GARAGE APPURTENANT TO CORRESPONDING UNIT TYPE (REVERSED))

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGARTS AND ASSOCIATES, P.C. RECEIVED APRIL 5, 2001 AND FIELD OBSERVATIONS PERFORMED BY NOWAK & FRAUS ENGINEERS ON NOVEMBER 29, 2010. ACCESS TO EVERY UNIT COULD NOT BE OBTAINED. THE DIMENSIONS SHOWN ON THIS PLAN ARE A RESULT OF UNITS ACCESSED AND ARE A REASONABLE REPRESENTATION OF THE UNITS AS CONSTRUCTED. THE SURVEYOR MAKES NO GUARANTEE AS TO THE ACCURACY OF ALL UNIT DIMENSIONS IN THIS DEVELOPMENT.
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6. ALL COMMON ELEMENTS AND UNITS ARE CONVERTIBLE AREAS SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.



See Appendix
The Pointe
 at
Island Lake

NF NOWAK & FRAUS
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 48777 Woodland
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 48342
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BUILDING SECTIONS
 C-C AND D-D
 AS-BUILT 12/8/2010

SCALE	1/4" = 1'	DATE	12/8/2010
ISSUE NO.	1	DRAWN BY	M. TRISCO
DATE	12/8/2010	CHECKED BY	S. HENNING
		DATE	12/8/2010

