

Hometown Village Homeowners Association

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HOMETOWN VILLAGE OF ANN ARBOR

Pinnacle Co
2320 Washt
Ann Arbor

MASTER DEED & BYLAWS

HOMETOWN



•VILLAGE•

HOMETOWN VILLAGE OF ANN ARBOR
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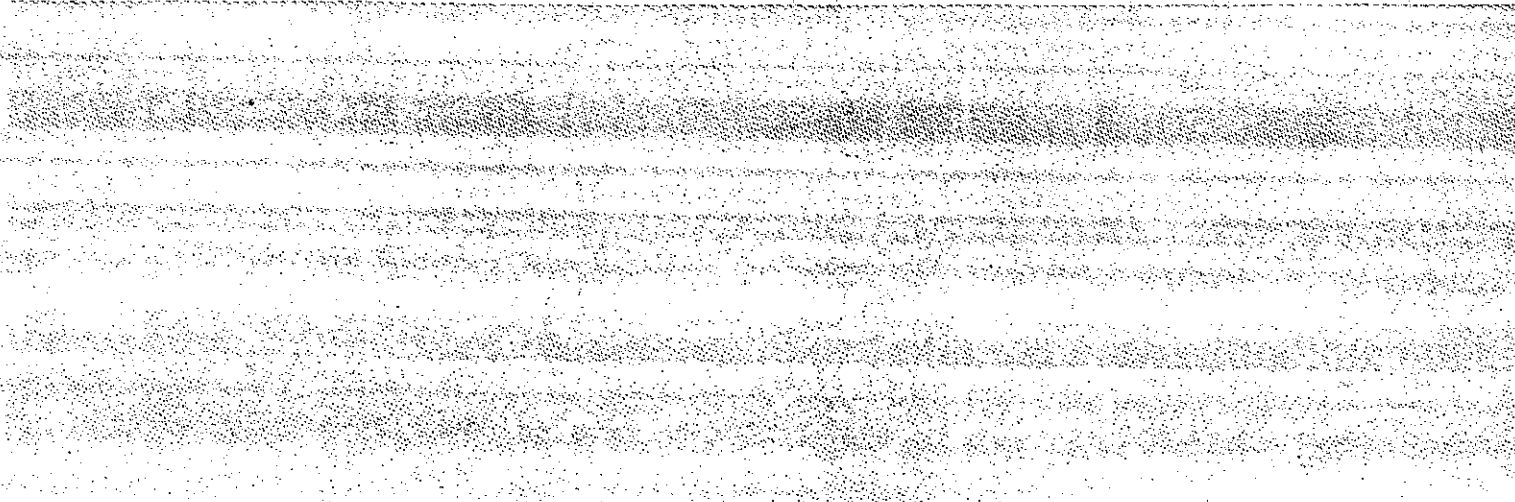
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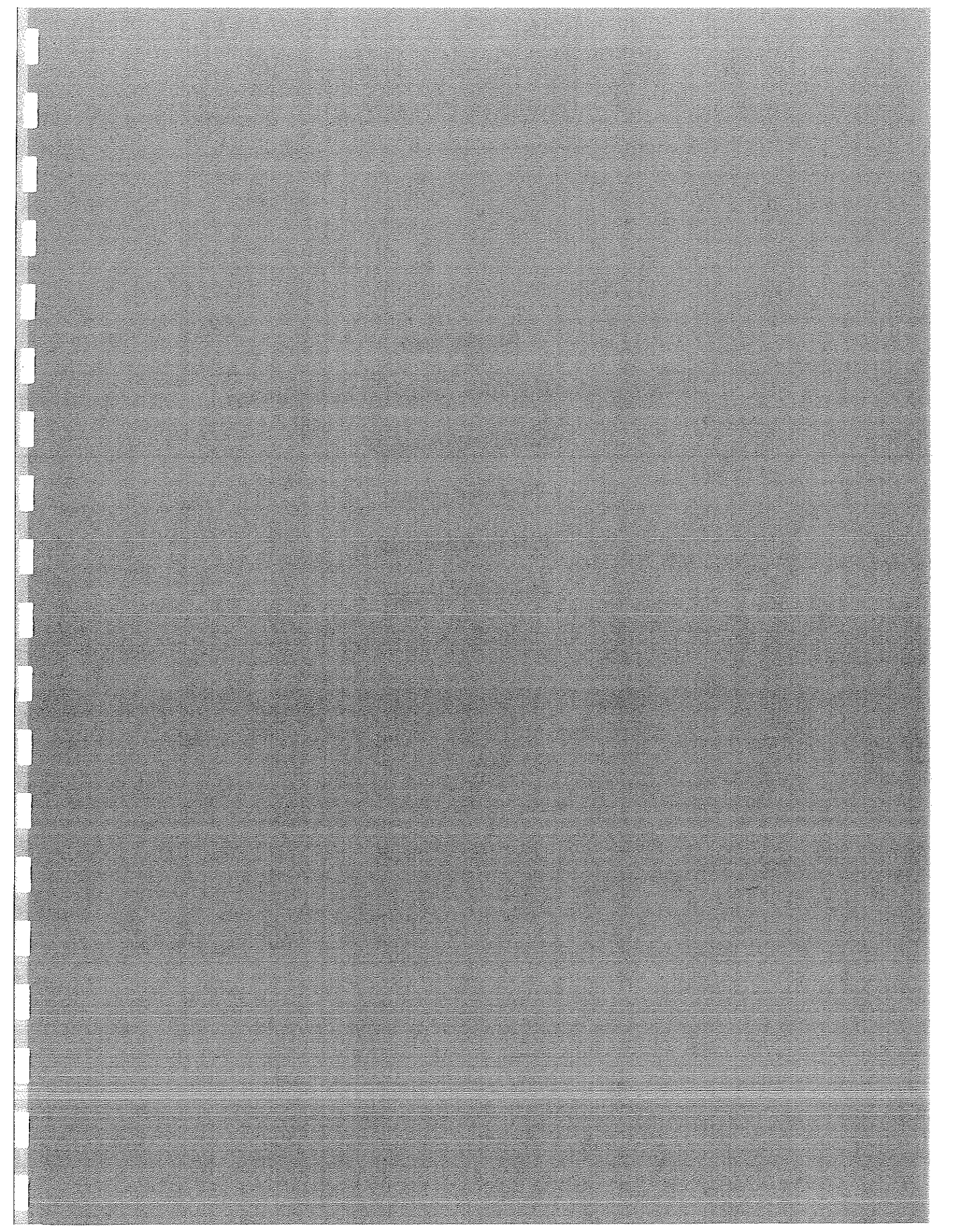
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MASTER DEED

HOMETOWN VILLAGE OF ANN ARBOR

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

This Master Deed is made and executed this 26th day of September, 2001, by **DELCOR HOMES – HOMETOWN VILLAGE OF ANN ARBOR, LTD.**, a Michigan corporation, hereinafter referred to as "Developer" whose address is P.O. Box 308, New Hudson, MI 48165, in pursuance of the provisions of Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act".

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish HOMETOWN VILLAGE OF ANN ARBOR as a Condominium under the Act and declares HOMETOWN VILLAGE OF ANN ARBOR (hereinafter referred to as "Condominium" or "Condominium Project") shall, after establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Master Deed, together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is hereby provided as follows:

WASHTENAW COUNTY TREASURER
TAX CERTIFICATE NO. 4089977



ARTICLE I

TITLE AND NATURE

The Condominium shall be known as HOMETOWN VILLAGE OF ANN ARBOR, Washtenaw County Condominium Subdivision Plan No. 371. The engineering and architectural plans for the Project were approved in accordance with the requirements of Scio Township, Washtenaw County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

Commencing at the North 1/4 corner of Section 36, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence along the North line of said Section 36, N 89°28'45" W 186.31 feet; thence along the Easterly right-of-way of Seely Road in the following seven (7) courses:

- (1) S 04°27'45" W. 343.68 feet;
- (2) Southeasterly 265.38 feet in the arc of a 734.06 foot radius circular curve to the left, through a central angle of 20°42'50", having a chord which bears S. 05°53'21" E. 263.94 feet;
- (3) Southeasterly 79.89 feet in the arc of a circular curve to the right, radius 273.00 feet, central angle 16°46'04", chord S. 07°51'47" E. 79.61 feet;
- (4) S.00°31'15"W. 238.95 feet;
- (5) Southwesterly 129.46 feet in the arc of a 273.00 foot radius circular curve to the left, through a central angle of 27°10'15", having a chord which bears S. 14°06'22" W. 128.25 feet;
- (6) Southwesterly 178.36 feet in the arc of a 477.00 foot radius circular curve to the left, through a central angle of 21°25'28", having a chord which bears S. 16°58'45" W. 177.32 feet;
- (7) Southwesterly 536.26 feet in the arc of a 1527.86 foot radius circular curve to the right, through a central angle of 21°00'36", having a chord which bears S. 16°46'32" W. 557.12 feet to the POINT OF BEGINNING; thence S. 62°43'10" E. 223.00 feet; thence Southwesterly 19.38 feet along the arc of a curve to the right, radius 1252.43, central angle 00°53'12", chord S. 27°38'53" W. 19.38 feet; thence S. 62°05'07" E. 107.02 feet; thence Southwesterly 309.48 feet along the arc of a curve to the right, radius 1857.86 feet, central angle 09°32'40", chord S. 32°41'13" W. 309.13 feet; thence S. 37°27'33" W. 206.85 feet; thence N. 52°32'27" W. 121.02 feet; thence Southeasterly 10.01 feet along the arc of a curve to the left, radius 25.00 feet, central angle 22°56'06", chord S. 17°53'32" E. 9.94 feet; thence Southerly



91.85 feet along the arc of a curve to the right, radius 69.00 feet, central angle 76°16'01", chord S. 08°46'20" W. 85.21 feet; thence Southeasterly 84.60 feet along the arc of a curve to the left, radius 242.00 feet, central angle 20°01'44", chord S. 66°50'10" E. 84.17 feet; thence S. 13°08'58" W. 109.72 feet; thence S. 31°28'26" E. 60.00 feet; thence S. 29°01'24" E. 160.68 feet; thence Southeasterly 136.55 feet along the arc of a curve to the right, radius 370.00, central angle 21°08'42", chord S. 04°40'46" E. 135.77 feet; thence S. 05°53'34" W. 200.00 feet; thence S. 10°22'39" W. 22.46 feet; thence N. 86°17'50" E. 78.75 feet; thence N. 23°06'05" E. 98.07 feet; thence N. 80°30'45" E. 53.39 feet; thence N. 75°42'00" E. 64.07 feet; thence N. 81°14'25" E. 61.78 feet; thence S. 26°39'20" E. 51.00 feet; thence S. 30°28'35" E. 63.67 feet; thence S. 56°14'20" E. 56.85 feet; thence S. 75°12'55" E. 47.45 feet; thence S. 12°01'10" W. 64.33 feet; thence S. 54°25'50" W. 85.97 feet; thence S. 36°23'45" W. 44.39 feet; thence S. 27°02'55" W. 39.01 feet; thence S. 03°34'40" W. 94.15 feet; thence S. 04°22'35" W. 106.67 feet; thence S. 15°07'35" E. 53.10 feet; thence S. 37°13'55" E. 37.58 feet; thence S. 00°28'10" W. 57.30 feet; thence S. 70°25'45" E. 22.96 feet; thence S. 55°14'20" E. 30.59 feet; thence S. 00°51'25" W. 66.71 feet; thence S. 12°37'00" E. 57.17 feet; thence S. 45°16'25" W. 58.59 feet; thence S. 07°36'30" W. 68.69 feet; thence S. 05°22'55" W. 70.77 feet; thence N. 88°05'50" E. 50.00 feet; thence N. 51°07'07" E. 43.46 feet; thence S. 10°38'45" E. 297.35 feet; thence S. 32°59'48" E. 70.40 feet; thence S. 05°02'34" E. 58.14 feet; thence S. 02°06'25" W. 35.87 feet; thence along the Easterly right-of-way line of Scio Ridge Road in the following six (6) courses: Northwesterly 609.32 feet in the arc of a 466.37 foot radius circular curve to the right, through a central angle of 74°51'31", having a chord which bears N. 55°10'33" W. 566.90 feet; Northwesterly 996.16 feet in the arc of a 4291.85 foot radius circular curve to the left, through a central angle of 13°17'55", having a chord which bears N. 24°23'50" W. 993.92 feet; Northwesterly 473.19 feet in the arc of a 1067.00 foot radius circular curve to the right, through a central angle of 25°24'34", having a chord which bears N. 18°20'30" W. 469.32 feet; Northeasterly 426.45 feet in the arc of a 567.00 foot radius circular curve to the right, through a central angle of 43°05'35", having a chord which bears N. 15°54'34" E. 416.47 feet; N. 37°27'33" E. 350.96 feet; Northeasterly 271.42 feet in the arc of a 1527.86 foot radius circular curve to the left, through a central angle of 10°10'43", having a chord which bears N. 32°22'12" E. 271.07 feet the POINT OF BEGINNING. Being a part of Section 36, T2S, R5E, Scio Township, Washtenaw County, Michigan, and containing 25.99 acres of land.

Subject to and benefited by a certain Agreement for Maintenance and Use of Common Area recorded in Liber 3424, Pages 209-240, inclusive, Washtenaw County Records. Further subject to all other easements and restrictions of record and governmental limitations.

H 08-36-200-012 P.T.





ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Rules and Regulations of the HOMETOWN VILLAGE OF ANN ARBOR ASSOCIATION, a Michigan non-profit corporation and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in HOMETOWN VILLAGE OF ANN ARBOR as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
2. "Association" means Hometown Village of Ann Arbor Association, which is the non-profit corporation organized under Michigan Law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required 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.
3. "Board of Directors" or "Board" means the Board of Directors of Hometown Village of Ann Arbor Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
4. "Bylaws" means Exhibit "A" attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
5. "Condominium Unit" or "Unit" each mean a single Unit in HOMETOWN VILLAGE OF ANN ARBOR as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.



7. "Condominium", "Condominium Project", "Project" or "Condominium Premises" means and includes the land described in Article II above as same may be amended from to time to time to include the Area of Future Development as subsequently added to the Project in accordance with Article VIII below and all easement rights appurtenant belonging to HOMETOWN VILLAGE OF ANN ARBOR as described above.
8. "Condominium Subdivision Plan" means Exhibit "B" hereto.
9. "Consolidating Master Deed" means the final Amended Master Deed which shall describe HOMETOWN VILLAGE OF ANN ARBOR as a completed Condominium Project and shall reflect the entire land area in the Condominium Project. Such Consolidating Master Deed, if and when recorded in the Office of the Washtenaw County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.
10. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns, or has the right to purchase, any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.
11. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns one or more Units in the Condominium. The term "Owner" wherever used will be synonymous with the term "Co-owner".
12. "Developer" means DELCOR HOMES - HOMETOWN VILLAGE OF ANN ARBOR, LTD., a Michigan corporation which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.
13. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.
14. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.



Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings as provided in the Act.

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

ARTICLE IV

COMMON ELEMENTS

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

1. The General Common Elements are:
 - A. Land. The land described in Article II hereof, other than portions thereof identified as Units.
 - B. Electrical. The electrical transmission lines throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
 - C. Cable Television. The cable television system (if installed) throughout the Project up to the point of lateral connection for Unit service.
 - D. Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service.
 - E. Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
 - F. Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
 - G. Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
 - H. Storm Sewer System. The storm sewer swales and ditches, mains, if applicable, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with any detention area depicted as such on the Condominium Subdivision Plan.
 - I. Site Lighting. The site lighting, including all wiring fixtures, posts and meters throughout the Project up to the perimeter of any Unit.
 - J. Telecommunications. The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for Unit service.



- K. Roadways. The collector roadways designated on Exhibit "B" which provide access to the Units.
- L. Sidewalks. All sidewalks located within the right of way and all other sidewalks designated as General Common Elements on Exhibit "B" hereto.
- M. Entry Boulevard Area. The entry boulevard area and all improvements therein as designated on Exhibit "B" hereto.
- N. Wetlands and Open Areas. Wetlands, ponds and open areas designated on Exhibit "B" hereto within the boundaries of the Project, together with all improvements within such open areas and/or ponds including, without limitation, the bell tower, fountains, and walking trails, if any.
- O. Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

- 2. There are no Limited Common Elements within the Project.
- 3. Repair Responsibilities: The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows.
 - A. Co-owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the Co-owner of the Unit which is served thereby. Likewise, each Co-owner shall be responsible for the installation and maintenance of lawn and other landscaping materials within his Unit and in the yard area within the right of way. Each Co-owner shall also be responsible for snow removal for the sidewalk within the right of way.
 - B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly reoccurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements, including dwellings constructed within any Unit boundaries as it may deem appropriate



(including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall require the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. Specific Obligations of the Association. The Association shall be solely responsible for the establishment of procedures for the protection of the open areas and the wetlands and for the maintenance of walking trails, if any.

D. General Common Elements. The cost of maintenance, repair and replacement of all other General Common Elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary.

E. Maintenance. No Co-owner shall individually maintain/mow any General Common Element; including, but not limited to, the berm along Scio Ridge Road.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of HOMETOWN VILLAGE OF ANN ARBOR as surveyed by MICKALICH AND ASSOCIATES, INC. and attached hereto as Exhibit "B". Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each Unit in HOMETOWN VILLAGE OF ANN ARBOR shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of



administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

**SUBDIVISION, CONSOLIDATION AND
OTHER MODIFICATION OF UNITS**

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

1. BY THE DEVELOPER

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

- A. Consolidate Units; Relocate Unit Boundaries. To consolidate under single ownership two or more Units which are located adjacent to one another and to relocate the boundaries of Units. Such action shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to prior approval of Scio Township.

- B. Amendment to Effectuate Modifications. Any such amendment or amendments resulting from the exercise of the rights reserved to the Developer above shall identify the Units involved, and allocate, or reallocate, as the case may be, the percentage of value for the affected Units in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of



value of Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or exhibits hereto.

2. BY CO-OWNERS

One or more Co-owners may undertake consolidation of Units or relocation of boundaries. Co-owners of adjoining Units may, subject to the prior approval of Scio Township, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of the boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Washtenaw County Register of Deeds.

ARTICLE VII

CONVERTIBLE AREAS

1. Convertible Areas. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units, building envelopes and Common Elements may be modified and within which Units and building envelopes may be expanded, moved, deleted and created as provided in this Article VII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

2. Reservation of Right to Convert Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location and configuration of any Unit and building envelope that it owns in the Condominium, and to make any corresponding changes to the Common Elements; provided, however, that the written consent of the Township of Scio is first obtained for the converting of Convertible Areas. The changes could include (by way of illustration and not limitation), the deletion of Units from the Condominium and the substitution of General Common Elements therefor.

3. Residential Use Restriction. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to single family residential use and to such Common Elements as are compatible with single family residential use. There are no



other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

4. Compatibility of Structures. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities.

5. Consent of Interested Persons. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment to this Master Deed to effectuate the conversion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer and its successors and assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring an interest in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. Amendments to Master Deed. All modifications to Units, building envelopes, and Common Elements made pursuant to this Article VII shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed and preserving equal percentages of value for each Unit. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VII.

7. Consolidating Master Deed. In the event that certain, or all, of the Convertible Areas are converted by Developer pursuant to this Article VII, a Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.



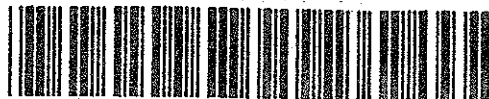
ARTICLE VIII

EXPANSION OF CONDOMINIUM

1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of HOMETOWN VILLAGE OF ANN ARBOR, and consisting of 72 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 146 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Commencing at the North 1/4 corner of Section 36, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence along the North line of said Section 36, N 89°28'45" W 186.31 feet; thence along the Easterly right-of-way of Scio Ridge Road in the following four (4) courses:

(1) S 04°27'45" W 343.68 feet; (2) Southeasterly 265.38 feet in the arc of a 734.06 foot radius circular curve to the left, through a central angle of 20°42'50", having a chord which bears S 05°53'21", 263.94 feet; (3) Southeasterly 79.89 feet in the arc of a circular curve to the right, radius 273.00 feet, central angle 16°46'04", chord S 07°51'47" E 79.61 feet; (4) S 00°31'15" W 156.08 feet to the POINT OF BEGINNING; thence S.89°28'52"E., 353.03 feet; thence S.19°12'10"W., 67.07 feet; thence S.21°42'15"E., 528.28 feet; thence S.00°38'50"W., 341.19 feet; thence S.00°50'10"W., 338.01 feet; thence S.14°55'25"W., 199.42 feet; thence N.32°40'45"W., 50.37 feet; thence N.81°37'00"W., 23.89 feet; thence S.80°52'50"W., 71.91 feet; thence N.58°35'45"W., 21.30 feet; thence N.70°46'45"W., 47.19 feet; thence N.74°31'20"W., 48.28 feet; thence S.77°39'00"W., 53.98 feet; thence S.08°16'15"E., 10.00 feet; thence N.87°47'20"E., 36.36 feet; thence S.32°01'15"E., 48.28 feet; thence S.40°44'35"E., 46.10 feet; thence S.68°53'05"E., 44.72 feet; thence S.03°55'35"W., 43.09 feet; thence S.50°17'25"W., 43.85 feet; thence S.31°59'35"W., 54.60 feet; thence S.54°15'45"W., 54.74 feet; thence N.87°23'30"W., 63.57 feet; thence S.04°34'40"W., 68.16 feet; thence S.01°13'25"E., 36.53 feet; thence N.82°49'35"E., 85.18 feet; thence N.69°33'00"E., 39.20 feet; thence S.05°01'20"E., 37.85 feet; thence S.24°44'35"W., 74.37 feet; thence S.70°33'25"W., 67.51 feet; thence S.17°09'30"W., 69.77 feet; thence S.13°56'35"W., 31.43 feet; thence S.20°40'00"W., 66.75 feet; thence S.42°05'20"W., 48.05 feet; thence S.56°24'05"W., 71.09 feet; thence S.62°02'35"W., 77.26 feet; thence S.86°18'00"W., 55.24 feet; thence S.71°31'00"W., 67.53 feet; thence S.36°45'10"W., 55.09 feet; thence S.18°26'55"W., 53.51 feet; thence N.10°22'39"E., 22.46 feet; thence N.05°53'34"W., 200.00 feet; thence Northwesterly 136.55 feet on the arc of a 370.00 foot radius circular curve to the left, through a central angle of 21°08'42", having a chord which bears N.04°40'46"E., 135.77 feet; thence N.29°01'24"W., 160.68 feet; thence N.31°28'26"W., 60.00 feet; thence N.13°08'58"E., 109.72 feet; thence Northwesterly 84.60 feet on the arc of a 242.00 foot radius circular curve to the right, through a central angle of 20°01'44", having a chord which bears N.66°50'10"W., 84.17 feet; thence Northwesterly 91.85 feet on the arc of a 69.00 foot radius circular curve to the left, through a central angle of 76°16'01", having a



chord which bears N.08°46'20"W., 85.21 feet; thence Northwesterly 10.01 feet on the arc of a 25.00 foot radius circular curve to the right, through a central angle of 22°56'06", having a chord which bears N.17°53'37"W., 9.94 feet; thence S.52°32'27"E., 121.02 feet; thence N.37°27'33"E., 206.85 feet; thence Northeasterly 309.48 feet on the arc of a 1857.86 foot radius circular curve to the left, through a central angle of 09°32'40", having a chord which bears N.32°41'13"E., 309.13 feet; thence N.62°05'07"W., 107.02 feet; thence Northeasterly 19.38 feet on the arc of a 1252.43 foot radius circular curve to the left, through a central angle of 00°52'12", having a chord which bears N.27°38'53"E., 19.38 feet; thence N.62°43'10"W., 223.00 feet; thence along the Easterly right-of-way of Scio Ridge Road the following four (4) courses: 1) Northeasterly 560.26 feet on the arc of a 1527.86 foot radius circular curve to the left, through a central angle of 21°00'36", having a chord which bears N.16°46'32"E., 557.12 feet; 2) Northeasterly 178.36 feet on the arc of a 477.00 foot radius circular curve to the right, through a central angle of 21°25'28", having a chord which bears N.16°58'45"E., 177.32 feet; 3) Northeasterly 129.46 feet on the arc of a 273.00 foot radius circular curve to the left, through a central angle of 27°10'13", having a chord which bears N.14°06'22"E., 128.25 feet; 4) N.00°31'15"E., 82.87 feet to the POINT OF BEGINNING. Being a part of Section 36, T2S, R5E, Scio Township, Washtenaw County, Michigan, and containing 24.98 acres of land.

(hereinafter referred to as "Area of Future Development"). The Area of Future Development shall be subject to, and bound by, the approved site plan for the land. The Area of Future Development is depicted as Phase II on the approved Site Plan for Hometown Village of Ann Arbor.

2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the Township of Scio.

3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as



may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for, the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium.

5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

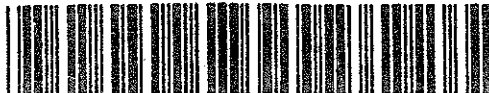
6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE IX

EASEMENTS

1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all Units and Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a Unit encroaches upon another Unit or Common Element due to shifting, settling or moving of a structure, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of



such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction.

2. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, an easement for the unrestricted use of all roadways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the Area of Future Development. All expenses of maintenance, repair, replacement, and resurfacing of any road or walkway referred to in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development whose closest means of access to a public road is over such road or walkway. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development whose closest means of access to a public road is over such road or walkway.

3. NOTICE OF PRIVATE ROADS

The Developer hereby notifies the Co-owners, mortgagees, prospective purchasers, and all other persons who may be interested in the Condominium at any time, that the roads within the Condominium are private and have not been accepted for maintenance by the Washtenaw County Road Commission or any other body. The roads have not been built to County standards for dedication and any proposed dedication of the roads will require Township and County approval.

4. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS

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

5. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES

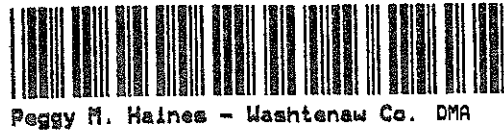
The Developer reserves for the benefit of itself, and its successors and assigns, such easements as may be necessary for access to a sales office on the Condominium Premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model Units and other facilities on the Premises and may make such uses of said



facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project, subject to any required approval by the Township of Scio for use of temporary structures. The Developer shall pay all costs related to any Condominium Units or Common Elements while owned by the Developer and shall restore the facilities to habitable status upon termination of use in accordance with Section 45 of the Act.

6. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES

The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the Area of Future Development described in Article VIII above, or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunication systems, and storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilities, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Paragraph shall be shared by this Condominium and any developed portions of the Area of Future Development who benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the Area of Future Development which benefit from such utility mains; provided, however, that the forgoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent that such leads are located in the Condominium and by the owner or owners or an association of owners, as the case may be, of the Area of Future Development, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium Premises in order to preserve or to facilitate surface drainage in a portion or all of the Area of Future Development. The Developer, its successors and assigns shall bear all costs of such modifications. Any such modifications to the landscaping and/or grade in the Condominium Premises under the provision of this Paragraph shall not impair the surface drainage in this Condominium.



7. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Washtenaw County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

8. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other Common Elements, if any, located within any individual Condominium Unit.

9. RECIPROCAL EASEMENTS FOR UTILIZATION OF ROADWAYS, WALKWAYS, WALKING PATHS, TRAILS, AND UTILITIES

To the extent not referenced above in this Article, there shall exist reciprocal easements for the benefit of the Co-owners of this Condominium and for the benefit of the owner or owners of the Area of Future Development for utilization of the roadways, walkways, walking paths, trails and utility mains in the Area of Future Development, and in this Condominium, respectively.

10. TELECOMMUNICATIONS AGREEMENTS

The Developer, at any time prior to the closing of the sale of the first Unit in the Condominium, and the Association, at any time thereafter, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to the Transitional Control Date), but subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-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, video text, broad band cable, satellite disk, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall either the Developer or 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. All such contracts shall require that any portion of the Condominium Premises disturbed by Telecommunications work shall be restored to its original condition. Any and all sums paid to the Developer by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or periodic subscriber service fees, shall inure solely to the benefit of the Developer. Any and all such sums paid to the Association by any telecommunications or other company or entity in connection with such service 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.

11. SCIO RIDGE LAND CONSERVANCY

The Condominium Project is subject to, and is benefited by, easements contained in a certain Agreement for Maintenance and Use of Common Area, recorded in Liber 3424, Pages 209-240, Washtenaw County Records. These easements include an easement for storm water drainage and retention on the "Common Area" administered by the Scio Ridge Land Conservancy, a sanitary sewer easement in the "Common Area", and a pedestrian pathway on and adjacent to the Common Area benefiting the owners of this Condominium and the owners of all other Parcels benefited by the Agreement for Maintenance and Use of Common Area. All owners of such other Parcels, and the public, shall have easements of access to such pedestrian pathway over the sidewalks of this Condominium. The Association is required to pay the Condominium Project's proportionate share of expenses for maintenance, repair, replacement and administration of the "Common Area" in accordance with the Agreement for Maintenance and Use of Common Area. Such proportionate share shall be treated as expenses of administration of this Condominium.

12. PEDESTRIAN EASEMENT ON WALKING PATHS AND TRAILS.

There may exist pedestrian easements on walking paths and trails which may burden and/or affect certain Condominium Units. No buildings or structures shall be placed, nor modifications made, within these easement areas. These easement areas shall be reserved for pedestrian traffic and shall be for the benefit of all Co-owners in the Condominium and the owners of Parcels benefited by the Agreement for Maintenance and Use of Common Area, as applicable. There shall be easements for the installation, repair and maintenance of utility lines under these walking paths and trails as described in this Article.

13. EASEMENT FOR EMERGENCY SERVICES

There shall exist for the benefit of the Township of Scio or any emergency service agency, an easement over all roads 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 and the Co-owners thereof. This grant of easement shall not be construed as a dedication of any streets, roads or driveways to the public.

14. EASEMENT FOR PUBLIC WATER SUPPLY AND SANITARY SEWER

There shall exist for the benefit of the Township of Scio and any governmental body to which its rights herein may be subsequently assigned, an easement over, under and across the Condominium Premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the Township's water and sewer lines to existing lines. Without limitation of the foregoing, the Township of Scio and any governmental body to which its rights herein may be subsequently assigned, shall have such easements for water and sewer lines, and other utilities, as are depicted on Exhibit "B" hereto as same may be amended from time to time.

15. UNOBSTRUCTED INGRESS AND EGRESS

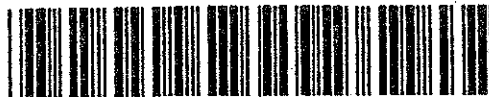
No Co-owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress or use by any other Co-owner of any of the roads located upon the Condominium Premises. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any Unit or the Area of Future Development and having a need to use the road.

16. EASEMENTS DEPICTED ON EXHIBIT "B"

To the extent not referenced above in this Article, the Condominium Project and the individual Units therein are benefited and burdened by those easements as are depicted on and described in the Condominium Subdivision Plan (Exhibit "B" hereto).

17. POWER OF ATTORNEY

All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed to have appointed the Developer, its successors and assigns, as attorney-in-fact to exercise the rights reserved in this Article to grant easements and dedicate utilities and roadways. Such exercise by the Developer of the rights reserved in this Article may be exercised without the consent of any Co-owner, mortgagee, or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such exercise by the Developer of the rights reserved in this Article to grant easements and dedicate utilities and roadways. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association acting through its Board of Directors.



18. CALCULATION OF PRORATION OF EXPENSES

For purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses, according to the number of Units in this Condominium and the number of other dwelling Units referenced in this Article IX, shall include only those Units for which a certificate of occupancy has been issued by the Township of Scio.

ARTICLE X

RESERVATION OF RIGHT TO USE FACILITIES

The Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Premises of the Condominium as it deems necessary to facilitate the development and sale of the Project. The Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the individual Condominium Units.

ARTICLE XI

IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

No Co-owner shall do anything which would change the exterior appearance of a dwelling or any other portion of the Condominium Project (including, without limitation, changing the exterior color of the residence and/or appurtenant improvements) except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes. Any such proposed alteration or change shall receive Township approval as required and shall be completed in accordance with the applicable Township zoning ordinance.
- B. The Board of Directors shall then appoint an Architectural Control Committee for purposes of reviewing the proposal. The members of said Committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such Committee.
- C. The Committee may seek opinions from the Co-owners and shall, within a reasonable time prescribed by the Directors, render a recommendation and report to the Board of Directors.
- D. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.



- E. In the event that such application for changes is approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense; that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense; that the improvements will be completed by a date to be determined and established by the Board of Directors; and that the improvements shall comply with all local and/or national building codes, as applicable.
- F. During the Construction and Sales Period, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

The Developer is specifically excluded from the provisions of this Article. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit or improvement constructed within a Condominium Unit through and including such time as a deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

ARTICLE XII

CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project, unless at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium Project;
- B. Change the pro-rata interest or obligations of any Condominium Unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements of the Condominium Project shall not be deemed a transfer within the meaning of this clause.



- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for purposes other than the repair, replacement or reconstruction of such improvements.

ARTICLE XIII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of all Co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record, allocating one vote for each mortgage held.
3. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not, in the Developer's discretion, materially affect any rights of any Co-owner or mortgagee in the Project. The Developer may make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.
4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent except as provided in this Master Deed or Bylaws.
5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.



6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains any further possibility of construction of residential dwellings on the land described in Article II hereof.
7. Township Approval. No right reserved herein to Scio Township shall be altered or amended without the Township's formal consent.
8. Procedure for Amendment. A change in the Condominium Project shall be reflected by an amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act. The following procedure shall apply to any amendment to the Condominium Documents:
 - (a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments, except as provided above in this Master Deed, not less than ten (10) days before the amendment is recorded.
 - (b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.
 - (c) Nothing contained in this Article shall be deemed to abridge in any way the Developer's right to convert portions of the Convertible Area or to expand the size of this Condominium pursuant to Articles VII and VIII hereof, respectively. Such amendments may be made unilaterally by the Developer without consent of any Co-owners in the Developer's sole discretion.
 - (d) An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.
 - (e) A copy of the recorded amendment shall be delivered to each Co-owner of the Project.



ARTICLE XIV

ASSIGNMENT

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

WITNESSES:

DELCOR HOMES – HOMETOWN VILLAGE OF ANN ARBOR, LTD., a Michigan corporation

Angela Bandemer
Angela Bandemer

By:
Phillip W. McCafferty

Amanda Ward
Amanda Ward

Its: President

STATE OF MICHIGAN }
COUNTY OF OAKLAND }

On this 26th day of September, 2001, the foregoing Master Deed was acknowledged before me by Phillip W. McCafferty, the President of Delcor Homes – Hometown Village of Ann Arbor, Ltd., a Michigan corporation, on behalf of the corporation.

Christine E. Krusinski
CHRISTINE E. KRUSINSKI
Notary Public, Oakland County, MI
My Commission Expires 01/27/2003, Notary Public

_____ County, State of Michigan

My commission expires: 1/27/03

✓
MASTER DEED DRAFTED BY:
SAMUEL K. HODGDON
DELCOR HOMES – HOMETOWN VILLAGE OF ANN ARBOR, LTD.
P.O. BOX 308
NEW HUDSON, MICHIGAN 48165

WHEN RECORDED, RETURN TO DRAFTER



HOMETOWN VILLAGE OF ANN ARBOR

EXHIBIT "A"

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Hometown Village of Ann Arbor, a residential Condominium located in the Township of Scio, County of Washtenaw, 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

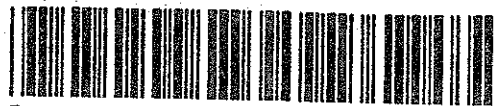
All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the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



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

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

- (a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. The budget shall include the Condominium's proportionate share of the expenses of maintenance, repair, replacement and administration of the "Common Area" as set forth in the Agreement for Maintenance and Use of Common Area. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic 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 Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand



Five Hundred (\$1,500.00) Dollars, in the aggregate, annually, 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 or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 1 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to:
 - (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,500.00 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 subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment Of Assessments; Default In Payment. Unless otherwise provided herein, 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 V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements, if any, appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in twelve (12) equal monthly installments, or in such other periodic installments as the Board of Directors shall determine, commencing with acceptance of a Deed to, or a land contract purchaser'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 charge in the amount of \$25.00 per month or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge



shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the 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 first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver Of Use Or Abandonment Of Unit; Uncompleted Repair Work. 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, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. 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, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. 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 such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. 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 Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.



Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for 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 of a written notice that one or more installments of the annual assessment and/or a portion or all of a special 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, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 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 Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other 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, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer 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 as provided by the Act.

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 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. Developer's Responsibility For Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Township of Scio, or its designate. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

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

Section 9. Water And Sewer Assessments. The individual Co-owners shall be responsible for any water and/or sewer assessments levied by the pertinent governmental authority against the respective Units in the Condominium.

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

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement As To Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the



Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III

ARBITRATION/DEVELOPER CIVIL ACTIONS

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, or between a Co-owner or 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, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to 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. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

Section 4. Co-owner Approval For Civil Actions Against Developer And First Board Of Directors. In order to insure that such action has the support of the majority of the Co-owners, any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV

INSURANCE

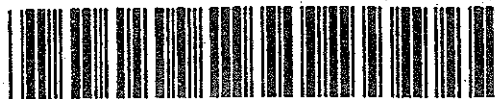
Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all-risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the



Association in its discretion but in no event less than One Million Dollars per occurrence), officers and directors liability insurance, and workers' compensation insurance, if applicable, together with any other insurance the Association may deem applicable, desirable or necessary and pertinent to the ownership, use and maintenance of the General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own expense upon his own Unit, including any improvements therein.
- (b) Insurance of Common Elements. All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or representatives in light of commonly employed methods for the reasonable determination of replacement costs.
- (c) Premium Expenses. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association, as said attorney, shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium



Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Co-owners. Each Co-owner shall be responsible for obtaining all-risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of a Co-owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner shall also be obligated to obtain insurance coverage for the Co-owner's personal liability for occurrences within the perimeter of the Co-owner's Unit (naming the Association and the Developer as additional insureds) and also for any other personal insurance coverage that the Co-owner wishes to carry.

Section 4. Waiver of Right 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. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section shall not be construed to give any insurer any subrogation rights or other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated 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, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the estimated or actual cost of repair. This provision shall not be construed to require replacement of trees and vegetation with equivalent trees or vegetation.



Peggy M. Haines - Washtenaw Co. DMA

Section 2. Timely Reconstruction and Repair. If the damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with repair or replacement of the damaged areas without delay.

Section 3. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all maintenance, repair and replacement required within such Co-owner's Unit. If damage to the residence or other improvements constructed on a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed with repair or replacement of the damaged property without delay. This Section shall also be applicable in the event of damage during the course of construction of improvements on a Unit. All such reconstruction or repairs shall be subject to approval by the Architectural Control Committee as set forth in Article XI of the Master Deed.

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

- (a) Taking of Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of all of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of



execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

Section 5. Notification of FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it 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 \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000. The Association shall provide such other reasonable notice as may be required, from time to time by other institutional holders of mortgages upon Units.

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

ARTICLE VI

RESTRICTIONS

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

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

Section 2. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No



Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but not limited to, the following:
 Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, fireworks, or other similar dangerous weapons, projectiles or devices.

Section 3. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. The Co-owner shall install and maintain window treatments for all garage windows within sixty (60) days of the closing of the purchase of the Condominium Unit. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the yard areas of Condominium Units nor the Common Elements shall be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 4. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, or vehicles other than automobiles or vehicles used primarily for general personal transportation, may be parked or stored upon the Premises of the Condominium. Motorcycles shall not be permitted on the Condominium Premises. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his cars in the garage spaces provided therefor and shall park any additional car which he owns in the driveway immediately adjoining his garage space. The intent of the preceding sentence is that each Co-owner shall fully utilize the two (2) garage spaces for the parking of vehicles and not for any other purpose unless the Co-owner owns fewer than two (2) vehicles. Garage doors shall be kept closed when not in use. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises

locations, all without any liability on the part of the Association to the owners or users of any such improperly parked vehicles.

Section 5. Pets. No Co-owner shall maintain any animal, including household pets, in the Condominium except in compliance with the applicable ordinances of the Township of Scio and except in compliance with the following provisions. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall, at all times, be leashed and attended by some responsible person while on the Common Elements. No animal shall be left tied to the exterior of any residence in a Condominium Unit or any appurtenance thereto. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Dog runs may be permitted to be installed in accordance with the provisions of Article VII, Section 17 of these Bylaws. No savage or dangerous animal shall be kept and any Co-owner who causes any such animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as the result of such an animal on the premises, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose barking can be heard on a frequent or continuous basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. The Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animals from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by an applicable rules and regulations of the Association. The Association may also assess fines for such a violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged such as small birds, or fish.

Section 6. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements without written permission from the Association and, during the Construction and Sales Period, from the Developer. Violations of this Section shall be specifically subject to the removal and abatement remedies set forth in Article XX, Section 1(c) below.



Section 7. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of the Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. After the Transitional Control Date, any such rules and regulations may be rescinded by the Board or upon the affirmative vote of fifty one (51%) of all Co-owners.

Section 8. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 9. Co-owner Maintenance. Each Co-owner shall maintain his Unit and all improvements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full 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 10. Maintenance Obligations of the Association. The Association shall be responsible for the protection and the maintenance of the woodland areas within the Condominium, the wetland areas within the Condominium, together with all common walkways and trails, all in accordance with the requirements of the applicable ordinances of Scio Township.

Section 11. Notification of Sale of Condominium Unit. It shall be the responsibility of the selling Co-owner to notify the Association of the sale of the Co-owner's Condominium Unit and to provide the purchaser with a set of the Condominium Documents. The Association shall provide a copy of the Condominium Documents to any Co-owner, mortgagee and prospective purchaser upon request and upon the payment of such reasonable copying and administrative costs as the Association may impose.

Section 12. Assessment of Costs of Enforcement. Any and all costs, damages,



expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in the Condominium Documents and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 7 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 13. Reserved Rights of Developer.

- (a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI or in Article VII below shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer, and may continue to do so during the entire Construction and Sales Period, or for so long as Developer continues to construct or proposes to construct additional residential structures or owns or holds an option or other enforceable interest in land for residential development within one mile of the Condominium Premises. Developer shall restore the areas so utilized to habitable status upon termination of use.

- (b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section 13(b) shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.



ARTICLE VII

BUILDING AND USE RESTRICTIONS

Section 1. Land and Building and Use Restrictions. Except as may be permitted by the appropriate officials of Scio Township, all setback requirements shall be pursuant to the Building Code and Zoning Codes for Scio Township. Notwithstanding the foregoing, any dwelling or building shall meet the following minimum setback requirements:

- A. Thirty (30') feet from the back of the curb in the right of way for the front yard setback.
- B. Twenty-three (23') feet from the rear lot line for the rear yard setback.
- C. Fifty (50') feet from the PUD perimeter property line, except for certain Units contiguous to the "Common Area" described in the Agreement for Maintenance and Use of Common Area as set forth on the approved site plan.
- D. Minimum Five (5') feet from each side lot line.

Note: All of the above may be revised through Township approval and/or the Association amendment process.

Section 2. Dwelling Unit Size. Residences constructed within Units shall have a minimum square footage of 1,250 square feet.

Section 3. Establishment of Grade. The grade of any Unit in the Condominium shall not be changed from the approved grading plan, except with the consent of the Developer.

- (a) It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer. Each Co-owner covenants that he will not change the surface grade of his Unit in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Co-owner and shall collect such costs in the manner provided in Article II hereof.
- (b) It shall be the responsibility of each Co-owner to assure that the footing drains are clear of obstructions and installed in accordance with the Utility Plan prepared by Mickalich and Associates, Inc. It shall be the responsibility of each Co-owner to maintain the footing drains within his Unit. If any Co-owner shall fail to maintain the footing drains or shall fail to have the drains properly installed as part of the storm water drainage system, the Association may enter upon the Unit of such Co-owner and perform all necessary connections, repairs and maintenance of the footing



drains. The costs for such connections, repairs and maintenance shall be charged to the Co-owner and shall be collected in the manner provided in Article II hereof.

Section 4. Landscaping. Each Unit shall be landscaped in accordance with the Developer's approved landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. Landscaping installed by the Co-owner shall specifically include two 2 ½ caliper trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be either Red Oak, Red Maple, Black Gum, Sweet Gum, White Ash, Evergreen species or similar trees as approved by the Developer. In addition, the Co-owner shall install two 8' - 10' tall Evergreen trees at the front of the residence adjacent to the garage as set forth in the Developer's landscaping plan. Further, four 2'- 4' tall Evergreen trees shall be installed in the rear yards of Units 2 - 50 and 108 - 146 by the respective Co-owners of such Units. The Developer shall require a landscaping escrow at the closing of the sales of individual Units as necessary to secure the performance of the landscaping obligations of this Section. After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

Section 5. Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. At all other times, trash receptacles shall be maintained in the garages of the respective dwellings.

Section 6. Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas shall be subject to the approval of the Architectural Control Committee prior to installation. A plan designating the size and location of same shall be submitted for approval.

Section 7. Temporary Structures. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a



residence either temporarily or permanently.

Section 8. Livestock and Poultry. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets. Such permitted household pets shall be maintained in compliance with Article VI, Section 5 of these Bylaws.

Section 9. Intersection Sight Distance. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Unit within a triangular area formed by the street lines and a connection line having a point twenty-five (25') feet from the intersection of such street lines which shall have a height that is more than two (2') feet; provided, however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area.

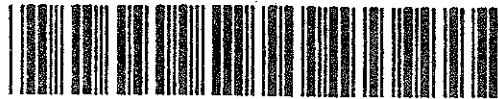
Section 10. Mailboxes. Each residence shall have a mailbox design consistent throughout the Condominium. The mailboxes shall be provided by the Developer at a cost to the Co-owner of approximately Two Hundred Twenty-Five (\$225.00) Dollars. No other mailboxes shall be permitted.

Section 11. Driveways. All driveways shall be paved with concrete or pavers (as determined by the Architectural Control Committee) and shall be completed within ninety (90) days after issuance of the certificate of occupancy for the residence on the Unit or, in the event of inclement weather, as soon thereafter as weather permits. The Architectural Control Committee, in its discretion, may approve alternative paving materials for the driveways.

Section 12. Swimming Pools. Inground pools and hot tubs may be installed if permitted by the Township and the Architectural Control Committee. Any Co-owner intending to construct an inground pool or hot tub shall submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have absolute discretion to approve or disapprove any proposal. Any approved inground pool or hot tub shall be maintained by the Co-owner in a safe and clean condition and shall also be maintained in an appearance consistent with the standards of the Condominium. No above ground or freestanding swimming pools shall be permitted.

Section 13. Underground Utilities. All utilities such as water mains, sanitary sewers, storm sewers, gas mains, electric and telephone distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 14. Basketball Hoops. Basketball hoops are prohibited. No hoops may be mounted on the dwelling or the garage. Only temporary basketball hoops shall be permitted and shall be stored in the garage with the garage door closed each evening or when not in use.



Section 15. Tree Preservation. No Co-owner shall cut down or trim any tree located on the General Common Elements. Co-owners shall also comply with all applicable ordinances of Scio Township including any woodlands regulations. The Association shall maintain the woodlands in accordance with all applicable requirements of the Township. The woodlands shall not be disturbed, except pursuant to the prior written consent of the Township.

Section 16. Fences and Dog Runs. No fences shall be constructed on any Unit other than those approved by the Architectural Control Committee and in accordance with the approved fencing plan and as part of a landscaping plan. Every fourth Unit in the Condominium is required to have a decorative front yard fence in accordance with the approved fencing plan. Fences shall be permitted around any inground swimming pool in accordance with the applicable ordinances of Scio Township and subject to the prior written approval of the Architectural Control Committee. All fencing shall consist of white, composite polyurethane material and shall otherwise comply with the approved fencing plan and, during the Construction and Sales Period, shall be subject to the approval of the Developer. Dog runs for permitted animals must be an integral part of the residence and shall be subject to the approval of the Developer or the Architectural Control Committee relative to the location and design of the fencing and appropriate landscape screening.

Section 17. Wetlands. Areas depicted as Wetlands on the Condominium Subdivision Plan shall not be disturbed without the prior approval of Scio Township and the Michigan Department of Natural Resources, as the case may be. The Association shall maintain the wetlands in accordance with all applicable requirements of the Township and the Department of Natural Resources. Co-owners are prohibited from clearing, trimming, grubbing and tree removal in the areas designated as Wetlands.

Section 18. Patios. Patios and patio walls shall be permissible; however, same shall be subject to the approval of the Architectural Control Committee.

Section 19. Decks. Decks on any Unit may be constructed no more than five feet (5') into the rear set-backs for the respective Units and shall conform to the material specifications and the layout of the approved deck plan for the particular Unit type. Any variation to the approved deck plan shall be subject to the approval of the Architectural Control Committee and, during the Construction and Sales Period, of the Developer. All decks in the Condominium shall be painted white.

ARTICLE VIII

MORTGAGES

Section 1. Notice To Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other 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.

ARTICLE IX

VOTING

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article XII, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one (1) vote for each Unit which it owns.

Section 3. Designation Of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number 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 provided herein to require a greater quorum. The written absentee ballot 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 ballot is cast.



Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots 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 absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners.

ARTICLE X

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 Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

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

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of June of each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided,



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however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XII of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice Of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as 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 IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

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



specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE XI

ADVISORY COMMITTEE

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

ARTICLE XII

BOARD OF DIRECTORS

Section 1. Qualifications Of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of



Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election Of Directors.

- (a) First Board Of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first nonDeveloper Co-owners to the Board. Immediately prior to the appointment of the first nonDeveloper Co-owner to the Board, the Board shall be increased in size to three (3) persons. Thereafter, elections for nonDeveloper Co-owner directors shall be held as provided in subsections (b) and (c) below.
- (b) Appointment Of NonDeveloper Co-owners To Board Prior To First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to nonDeveloper Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the three (3) directors shall be elected by nonDeveloper Co-owners. When the required number of conveyances have been reached, the Developer shall notify the nonDeveloper Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer of the director so elected, the Developer shall then immediately appoint such director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant Section 7 of this Article or he resigns or becomes incapacitated.
- (c) Election Of Directors At And After First Annual Meeting.
 - (i) Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to nonDeveloper Co-owner of seventy-five (75%) percent of the Units that may be created, the nonDeveloper Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
 - (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nonDeveloper Co-owner of a Unit in the Condominium, the nonDeveloper Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units



which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.

- (iii) If the calculation of the percentage of members of the Board of Directors that the nonDeveloper Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the nonDeveloper Co-owners under subsection (b) results in a right of nonDeveloper Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nonDeveloper Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in sub-section (i).
- (iv) At the First Annual Meeting, two (2) directors shall be elected for a term of two (2) years and one (1) director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the person receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either one (1) or two (2) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for one (1) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, Section 3 hereof.

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

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any



further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to 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.
- (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 grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium as provided in the Master Deed.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than seventy-five (75%) percent of all of the Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 7 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (j) 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 by the Condominium Documents required to be performed by the Board.



- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (l) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, a Co-owner or resident or a person or company affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among nonDeveloper Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by nonDeveloper Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) 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 the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the nonDeveloper Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the nonDeveloper Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the 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 Board of 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 or telegraph, at least five (5) 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 upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (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 meeting 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 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 is less than a quorum present, the majority of those persons 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. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 14. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations; policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.



Section 15. 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 XIII

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, 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 (2) offices except that of President and Vice-President may be held by one (1) person.

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. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's 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 do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

Section 6. 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.



Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 8. 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 XIV

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 XV

FINANCE

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 nonprivileged 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 cost 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The 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 banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XVI

**INDEMNIFICATION OF OFFICERS AND DIRECTORS;
DIRECTORS' AND OFFICERS' INSURANCE**

Section 1. Indemnification Of Directors And Officers. Every director and every 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.

Section 2. Directors' And Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XVII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or 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 Bylaws.

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws 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 mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not, in the Developer's discretion, materially alter or change the rights of a Co-owner or mortgagee.

Section 5. Township Approval. No right reserved herein to Scio Township shall be altered or amended without the Township's formal consent.

Section 6. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVIII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, 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. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.



ARTICLE XIX

DEFINITIONS

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

ARTICLE XX

REMEDIES FOR DEFAULT

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

- (a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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.
- (b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or nonCo-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or nonCo-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 attorney's 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.
- (c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) Assessment Of Fines. The violation of any of the provisions of the Condominium



Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 7 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver 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 3. 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 4. 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 XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the

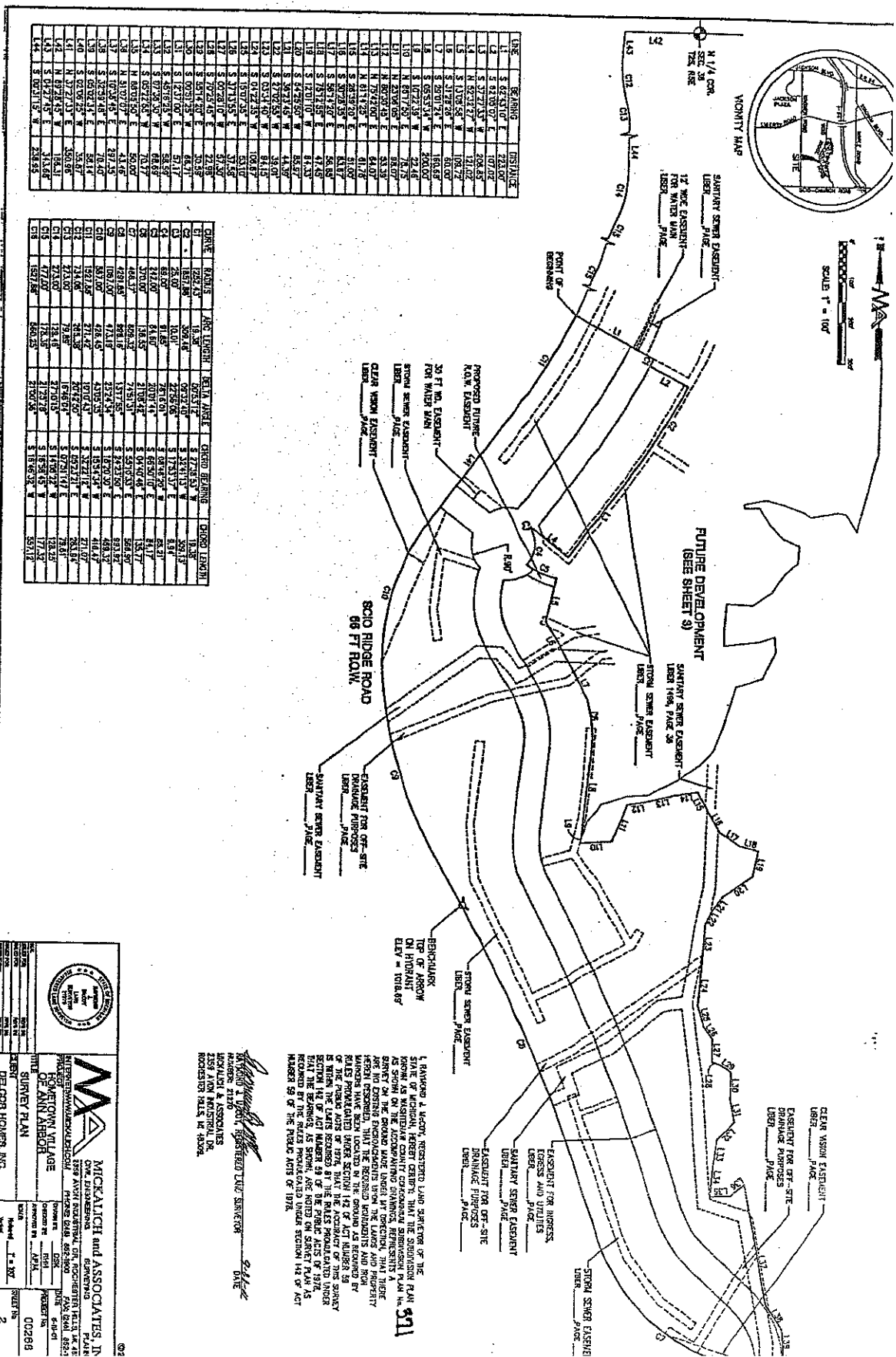


conclusion of the Construction and Sales Period, as same is defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXII

SEVERABILITY

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



LINE	BEARING	DISTANCE
1	N 74° 34' 00" E	232.00'
2	S 74° 34' 00" W	232.00'
3	S 77° 27' 15" W	100.00'
4	N 82° 42' 27" W	131.00'
5	S 1° 05' 58" W	108.72'
6	S 71° 27' 00" E	60.00'
7	S 89° 24' 00" E	164.00'
8	S 65° 53' 14" W	200.00'
9	S 67° 43' 00" W	224.00'
10	N 81° 30' 00" E	41.85'
11	N 80° 30' 00" E	41.85'
12	N 79° 40' 00" E	64.00'
13	N 81° 20' 00" E	61.76'
14	S 28° 52' 20" E	51.00'
15	S 29° 23' 30" E	64.17'
16	S 58° 11' 20" E	58.85'
17	S 58° 11' 20" E	58.85'
18	S 1° 11' 55" E	41.85'
19	S 1° 11' 55" E	41.85'
20	S 62° 50' 00" W	44.80'
21	S 50° 27' 44" W	44.80'
22	S 37° 07' 50" W	38.00'
23	S 03° 14' 00" W	84.15'
24	S 04° 22' 50" W	108.57'
25	S 18° 07' 58" E	51.85'
26	S 21° 11' 55" E	51.85'
27	S 70° 27' 15" W	70.19'
28	S 69° 51' 25" E	48.47'
29	S 69° 51' 25" E	51.17'
30	S 48° 29' 24" W	58.50'
31	S 12° 31' 00" E	51.17'
32	S 07° 29' 50" W	68.69'
33	S 07° 29' 50" W	70.17'
34	S 05° 21' 50" W	50.00'
35	N 00° 01' 50" E	50.00'
36	S 20° 47' 00" E	74.46'
37	S 20° 47' 00" E	74.46'
38	S 65° 02' 44" E	70.40'
39	S 65° 02' 44" E	58.41'
40	S 01° 06' 25" W	58.41'
41	N 31° 21' 31" E	450.88'
42	N 69° 24' 45" W	184.41'
43	S 04° 21' 45" E	314.64'
44	S 00° 31' 15" W	288.93'

CURVE	BEGINNING	END	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	182° 54'	182° 54'	18.28'	S 27° 28' 53" W	18.28'
C2	48° 00'	101° 00'	99.52'	S 21° 31' 15" W	329.19'
C3	48° 00'	101° 00'	99.52'	S 21° 31' 15" W	329.19'
C4	68° 00'	118° 00'	200.00'	S 04° 00' 00" E	631.00'
C5	144° 00'	144° 00'	761.60'	S 04° 00' 00" E	1523.20'
C6	144° 00'	144° 00'	761.60'	S 04° 00' 00" E	1523.20'
C7	370° 00'	138° 30'	2100.44'	S 04° 00' 00" E	6310.88'
C8	488° 17'	488° 17'	7181.50'	S 53° 15' 53" E	22954.95'
C9	429° 18'	89° 18'	4181.19'	S 16° 20' 00" E	12954.57'
C10	180° 00'	180° 00'	4305.53'	S 22° 11' 11" W	14884.47'
C11	180° 00'	180° 00'	4305.53'	S 22° 11' 11" W	14884.47'
C12	74° 46'	74° 46'	361.35'	S 74° 46' 00" W	1084.05'
C13	74° 46'	74° 46'	361.35'	S 74° 46' 00" W	1084.05'
C14	77° 45'	77° 45'	1546.69'	S 07° 50' 00" W	4958.11'
C15	77° 45'	77° 45'	1546.69'	S 07° 50' 00" W	4958.11'
C16	477° 00'	178° 30'	2129.78'	S 16° 30' 00" W	6389.34'
C17	182° 54'	182° 54'	18.28'	S 16° 30' 00" W	5513.02'

I, RANDOLPH A. MASON, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN NO. 5211 HEREON AS MICHIGAN COUNTY CONFORMANCE SUBDIVISION PLAN NO. 5211 WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED SURVEYOR IN THE STATE OF MICHIGAN. I HAVE NOT BEEN EXERCISED ENGINEERING UNDER THE LAWS AND PROPERTY RIGHTS PROHIBITED UNDER SECTION 142 OF THE PUBLIC ACTS OF 1978, OR THE PUBLIC ACTS OF 1976, OR THE PUBLIC ACTS OF 1974, OR THE PUBLIC ACTS OF 1972, OR THE PUBLIC ACTS OF 1970, OR THE PUBLIC ACTS OF 1968, OR THE PUBLIC ACTS OF 1966, OR THE PUBLIC ACTS OF 1964, OR THE PUBLIC ACTS OF 1962, OR THE PUBLIC ACTS OF 1960, OR THE PUBLIC ACTS OF 1958, OR THE PUBLIC ACTS OF 1956, OR THE PUBLIC ACTS OF 1954, OR THE PUBLIC ACTS OF 1952, OR THE PUBLIC ACTS OF 1950, OR THE PUBLIC ACTS OF 1948, OR THE PUBLIC ACTS OF 1946, OR THE PUBLIC ACTS OF 1944, OR THE PUBLIC ACTS OF 1942, OR THE PUBLIC ACTS OF 1940, OR THE PUBLIC ACTS OF 1938, OR THE PUBLIC ACTS OF 1936, OR THE PUBLIC ACTS OF 1934, OR THE PUBLIC ACTS OF 1932, OR THE PUBLIC ACTS OF 1930, OR THE PUBLIC ACTS OF 1928, OR THE PUBLIC ACTS OF 1926, OR THE PUBLIC ACTS OF 1924, OR THE PUBLIC ACTS OF 1922, OR THE PUBLIC ACTS OF 1920, OR THE PUBLIC ACTS OF 1918, OR THE PUBLIC ACTS OF 1916, OR THE PUBLIC ACTS OF 1914, OR THE PUBLIC ACTS OF 1912, OR THE PUBLIC ACTS OF 1910, OR THE PUBLIC ACTS OF 1908, OR THE PUBLIC ACTS OF 1906, OR THE PUBLIC ACTS OF 1904, OR THE PUBLIC ACTS OF 1902, OR THE PUBLIC ACTS OF 1900, OR THE PUBLIC ACTS OF 1898, OR THE PUBLIC ACTS OF 1896, OR THE PUBLIC ACTS OF 1894, OR THE PUBLIC ACTS OF 1892, OR THE PUBLIC ACTS OF 1890, OR THE PUBLIC ACTS OF 1888, OR THE PUBLIC ACTS OF 1886, OR THE PUBLIC ACTS OF 1884, OR THE PUBLIC ACTS OF 1882, OR THE PUBLIC ACTS OF 1880, OR THE PUBLIC ACTS OF 1878, OR THE PUBLIC ACTS OF 1876, OR THE PUBLIC ACTS OF 1874, OR THE PUBLIC ACTS OF 1872, OR THE PUBLIC ACTS OF 1870, OR THE PUBLIC ACTS OF 1868, OR THE PUBLIC ACTS OF 1866, OR THE PUBLIC ACTS OF 1864, OR THE PUBLIC ACTS OF 1862, OR THE PUBLIC ACTS OF 1860, OR THE PUBLIC ACTS OF 1858, OR THE PUBLIC ACTS OF 1856, OR THE PUBLIC ACTS OF 1854, OR THE PUBLIC ACTS OF 1852, OR THE PUBLIC ACTS OF 1850, OR THE PUBLIC ACTS OF 1848, OR THE PUBLIC ACTS OF 1846, OR THE PUBLIC ACTS OF 1844, OR THE PUBLIC ACTS OF 1842, OR THE PUBLIC ACTS OF 1840, OR THE PUBLIC ACTS OF 1838, OR THE PUBLIC ACTS OF 1836, OR THE PUBLIC ACTS OF 1834, OR THE PUBLIC ACTS OF 1832, OR THE PUBLIC ACTS OF 1830, OR THE PUBLIC ACTS OF 1828, OR THE PUBLIC ACTS OF 1826, OR THE PUBLIC ACTS OF 1824, OR THE PUBLIC ACTS OF 1822, OR THE PUBLIC ACTS OF 1820, OR THE PUBLIC ACTS OF 1818, OR THE PUBLIC ACTS OF 1816, OR THE PUBLIC ACTS OF 1814, OR THE PUBLIC ACTS OF 1812, OR THE PUBLIC ACTS OF 1810, OR THE PUBLIC ACTS OF 1808, OR THE PUBLIC ACTS OF 1806, OR THE PUBLIC ACTS OF 1804, OR THE PUBLIC ACTS OF 1802, OR THE PUBLIC ACTS OF 1800.

MICKALICH and ASSOCIATES, INC.
 3709 ANNE STREET, ANN ARBOR, MI 48106
 PHONE: (734) 665-8800
 FAX: (734) 665-8820
 WWW.MICKALICH.COM

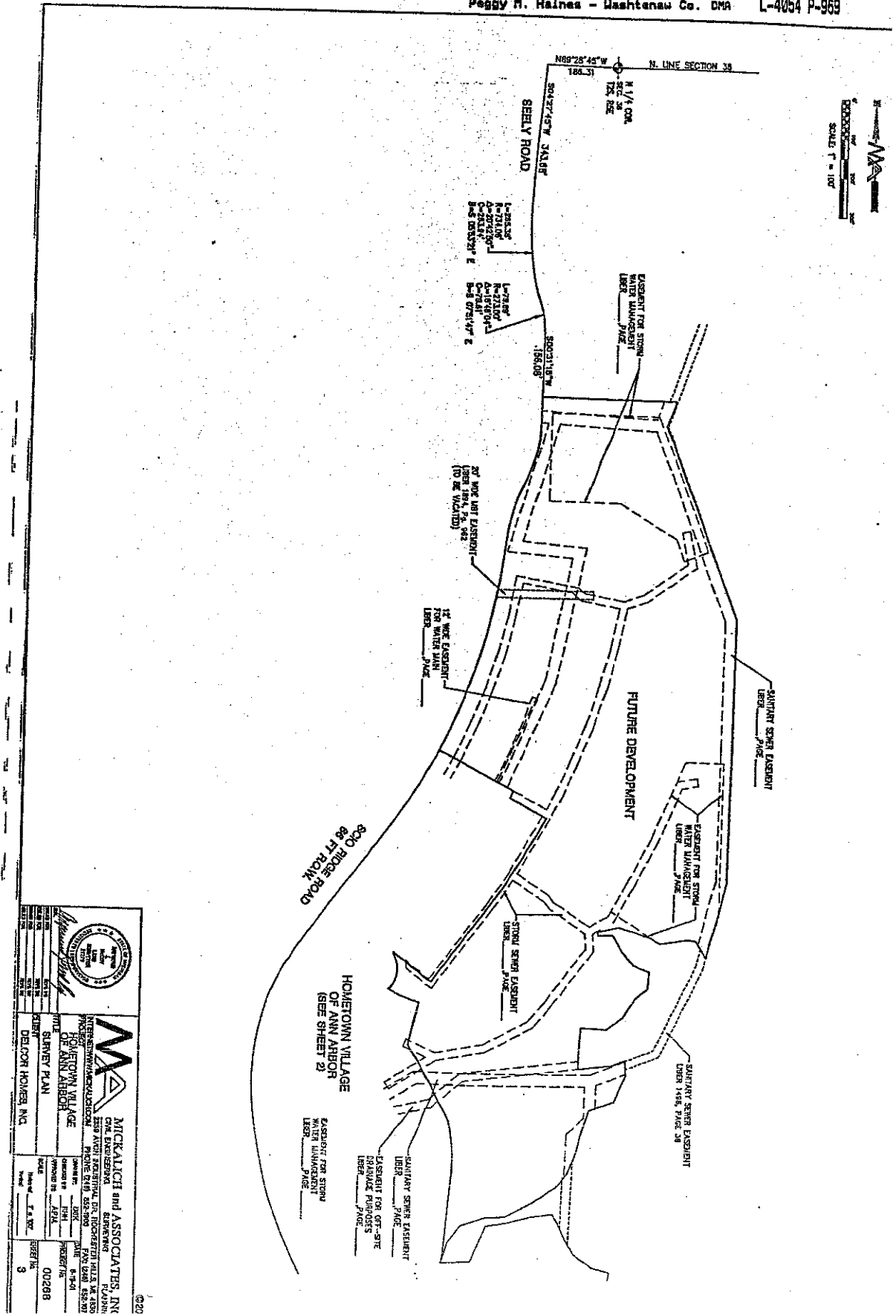
PROPOSED HOUSING PLAN

DATE: 10/01/2001
 SHEET NO: 2



Peggy M. Haines - Washtenaw Co. DMA

L-4054 P-969



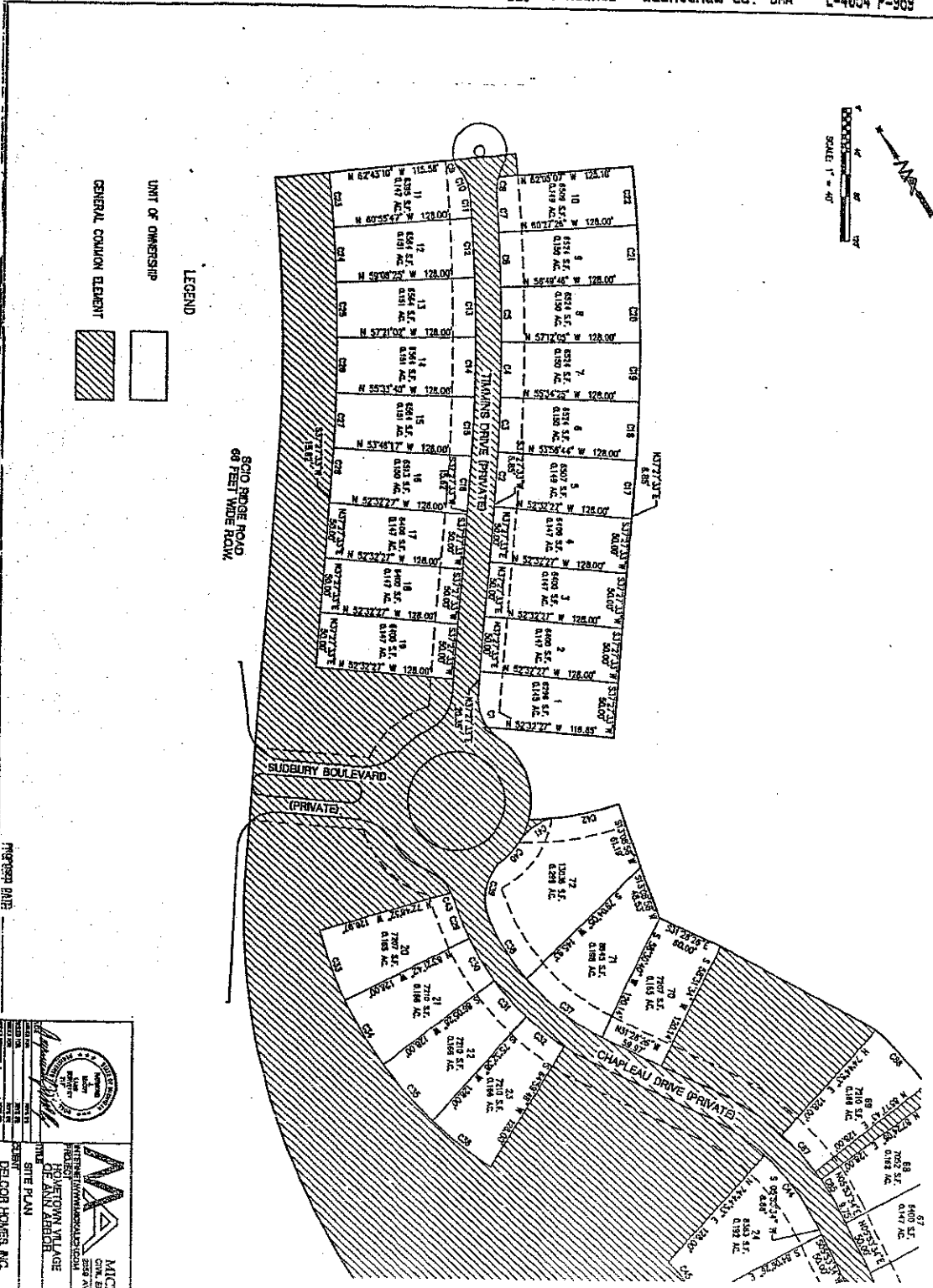
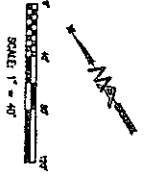
MICALICCI and ASSOCIATES, INC.
 10000 W. ANN ARBOR ROAD, SUITE 100
 ANN ARBOR, MI 48106
 PHONE: 734.769.1100
 FAX: 734.769.1101
 WWW: WWW.MICALICCI.COM

MILE SURVEY PLAN
 SHEET DELSON HOMES, INC.
 00288
 3

DATE: 10/01/2001
 DRAWN BY: JPK
 CHECKED BY: JPK
 SCALE: AS SHOWN
 PROJECT NO: 00288



Peggy M. Heines - Washtenaw Co. DMA



MA
 MICHELE ALICHI and ASSOCIATES, P.C.
 CIVIL ENGINEERING
 2029 AVON TOWNSHIPS DR. TOCHWASTEN HILLS, MI 48173
 PHONE: (313) 885-5000 FAX: (313) 885-5002
 WWW: WWW.MICHAELALICHI.COM
 PROJECT NO. 00288
 SHEET NO. 4

DELCOH HOMES, INC.
 SITE PLAN

HOWETOWN VILLAGE
 DE ANN ARBOR

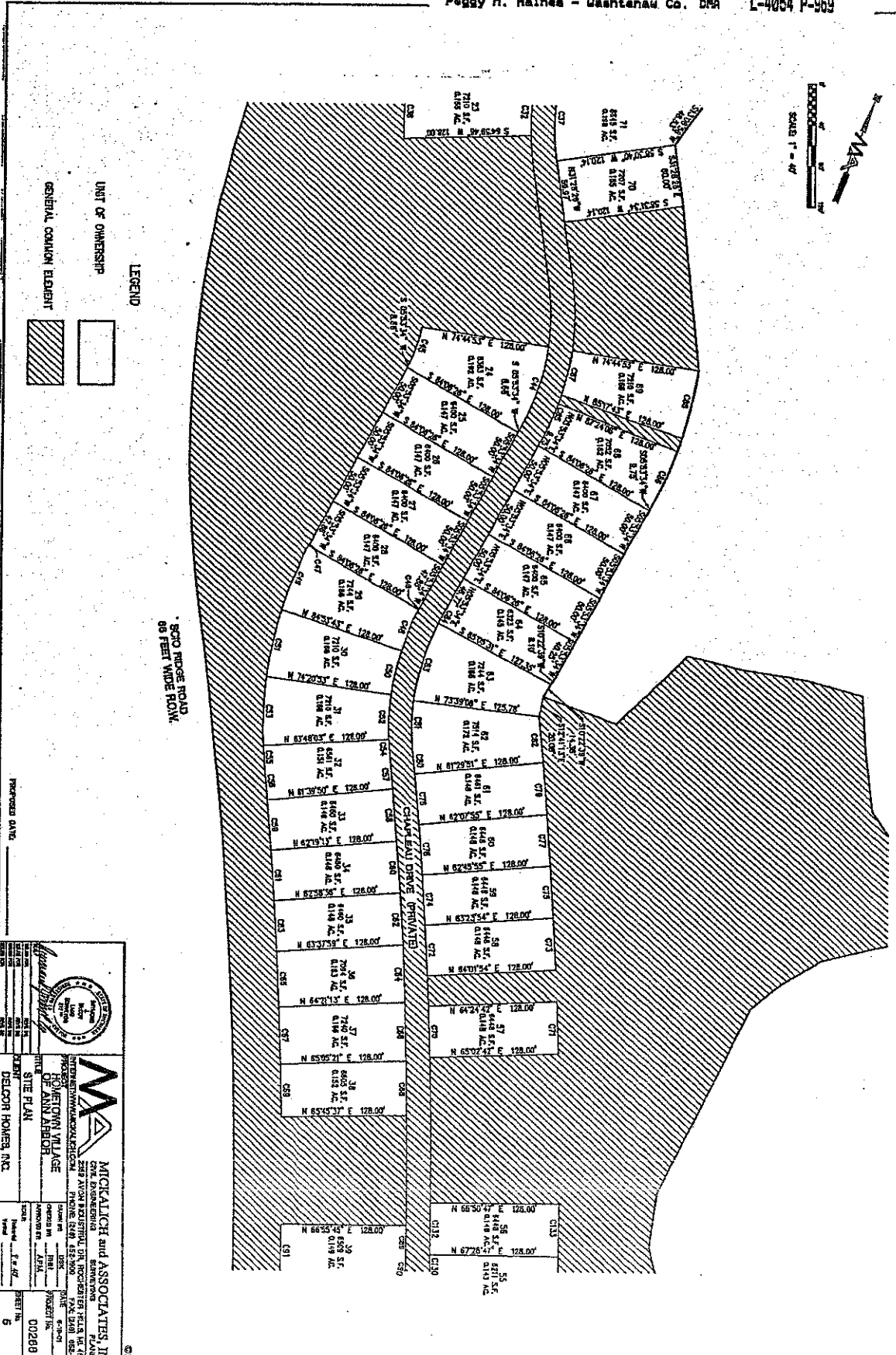
PROFESSIONAL ENGINEER
 MICHELE ALICHI
 LICENSE NO. 10000
 EXPIRES 12/31/02

DATE: 10/01/2001

SCALE: 1" = 40'



Peggy M. Haines - Washtenau Co. DMR



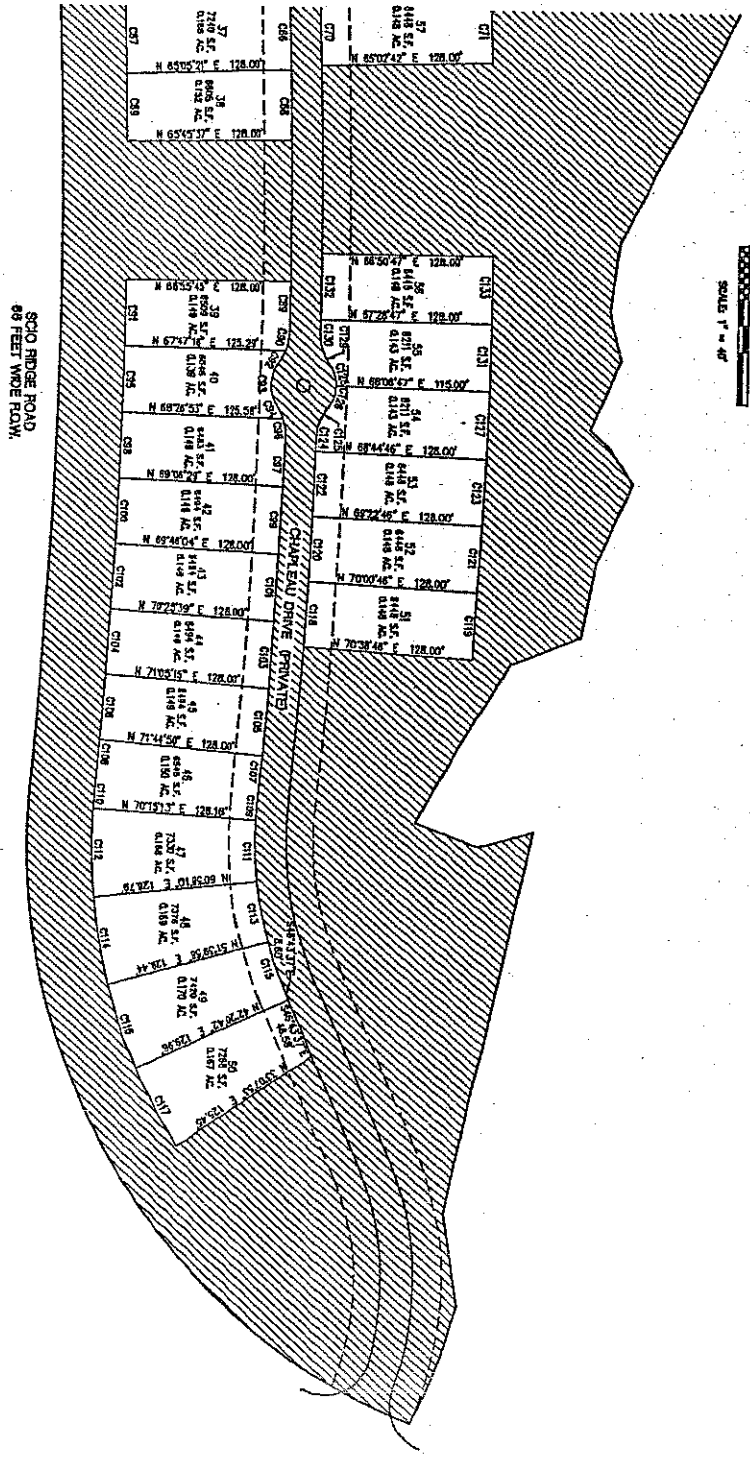
PROPOSED DATE: _____

DATE	BY	SCALE	PROJECT NO.
10/01/2001	PH	AS SHOWN	00208

MICALICK and ASSOCIATES, INC.
 2000 W. WASHINGTON ST. SUITE 200
 ANN ARBOR, MI 48106
 PHONE: 313.963.1100
 FAX: 313.963.1101
 WWW: WWW.MICALICK.COM

DELCOH HOMES, INC.
 1000 W. WASHINGTON ST. SUITE 200
 ANN ARBOR, MI 48106
 PHONE: 313.963.1100
 FAX: 313.963.1101
 WWW: WWW.DELCOH.COM

ANN ARBOR
 CITY OF ANN ARBOR
 PLANNING DEPARTMENT
 1000 W. WASHINGTON ST. SUITE 200
 ANN ARBOR, MI 48106
 PHONE: 313.963.1100
 FAX: 313.963.1101
 WWW: WWW.ANNAARBORMI.GOV



LEGEND

UNIT OF OWNERSHIP



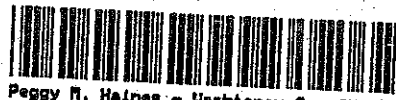
GENERAL COMMON ELEMENT



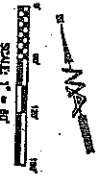
NOTE:
 CURVE DATA SUPPLIED ON SHEET 7.

MICKALICH and ASSOCIATES, P.C. CIVIL ENGINEERING 3155 AVON BOULEVARD, SUITE 100 ANN ARBOR, MI 48106-1500 PHONE: 734-769-1100 FAX: 734-769-1101 WWW: WWW.MICKALICH.COM	
PROJECT NO. 01268 SHEET NO. 6	DATE: 10/01/2001 DRAWN BY: J.M. CHECKED BY: A.M. PREPARED BY: A.M.
TITLE: SITE PLAN CLIENT: DELCOR HOMES, INC.	

PROPOSED DATE:

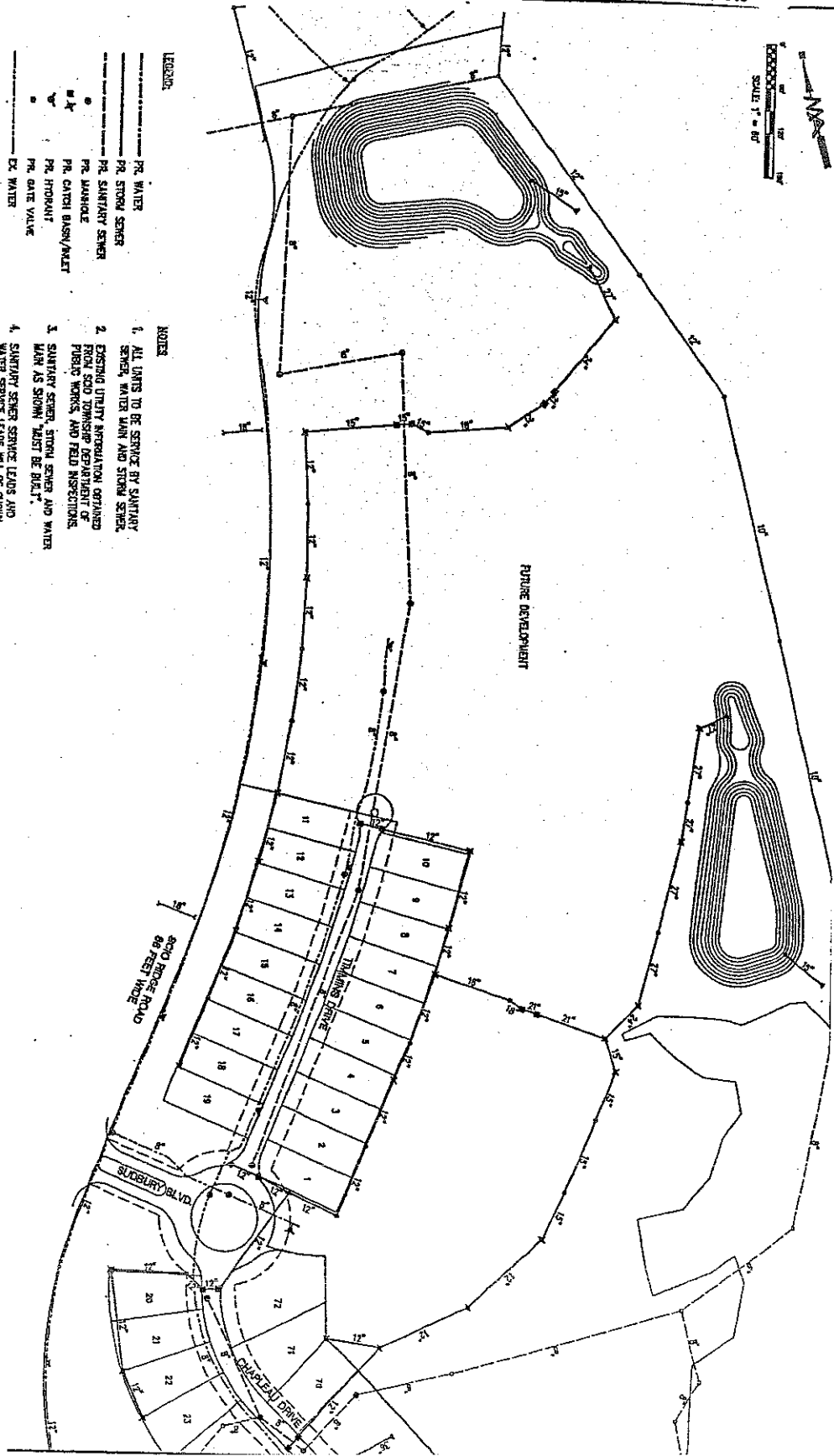


Peggy R. Haines - Washenaw Co. DMR



- LEGEND**
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/VALET
 - PR. HYDRANT
 - PR. GATE VALVE
 - EX. WATER
 - EX. STORM SEWER
 - EX. SANITARY SEWER
 - EX. MANHOLE
 - EX. CATCH BASIN
 - EX. HYDRANT
 - EX. GATE VALVE

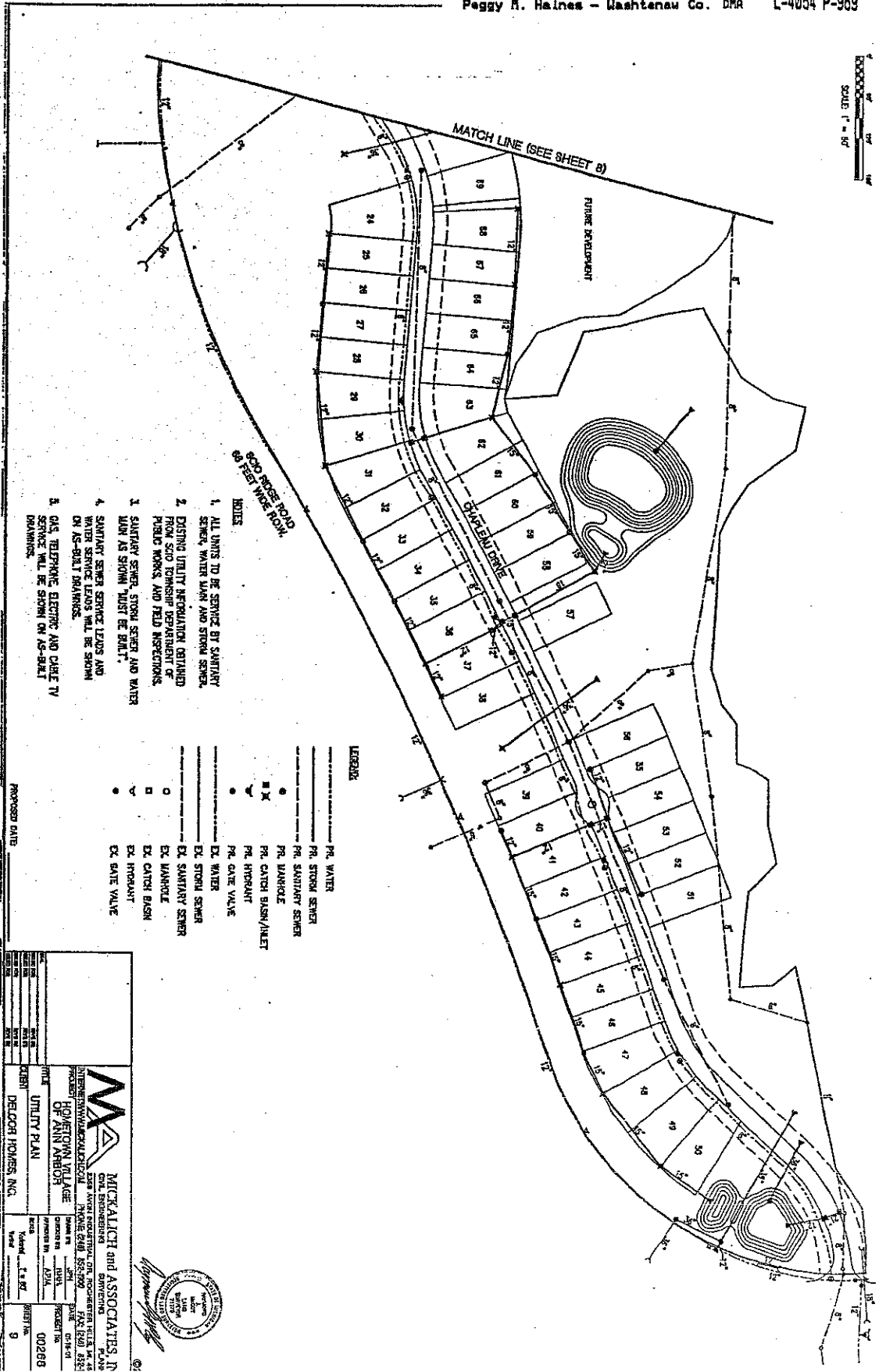
- NOTES**
1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 2. EXISTING UTILITY INFORMATION OBTAINED FROM SOO TOWNSHIP DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
 3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
 4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.



<p>MCKAY and ASSOCIATES, P.C. 201 N. WASHINGTON ST. SUITE 200 ANN ARBOR, MI 48106 PHONE: (734) 963-1000 FAX: (734) 963-1001</p>	
<p>PROJECT NO. 00268</p>	<p>DATE: 10/21/01</p>
<p>DRIVER: PEGGY R. HAINES</p>	
<p>CHECKED BY: [Signature]</p>	
<p>SCALE: 1" = 80'</p>	
<p>PROJECT: HOVETOWN VILLAGE OF ANN ARBOR</p>	
<p>DATE: 10/21/01</p>	
<p>PROJECT NO. 00268</p>	



Peggy M. Haines - Washtenaw Co. DMR



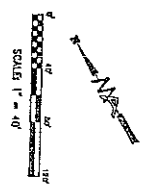
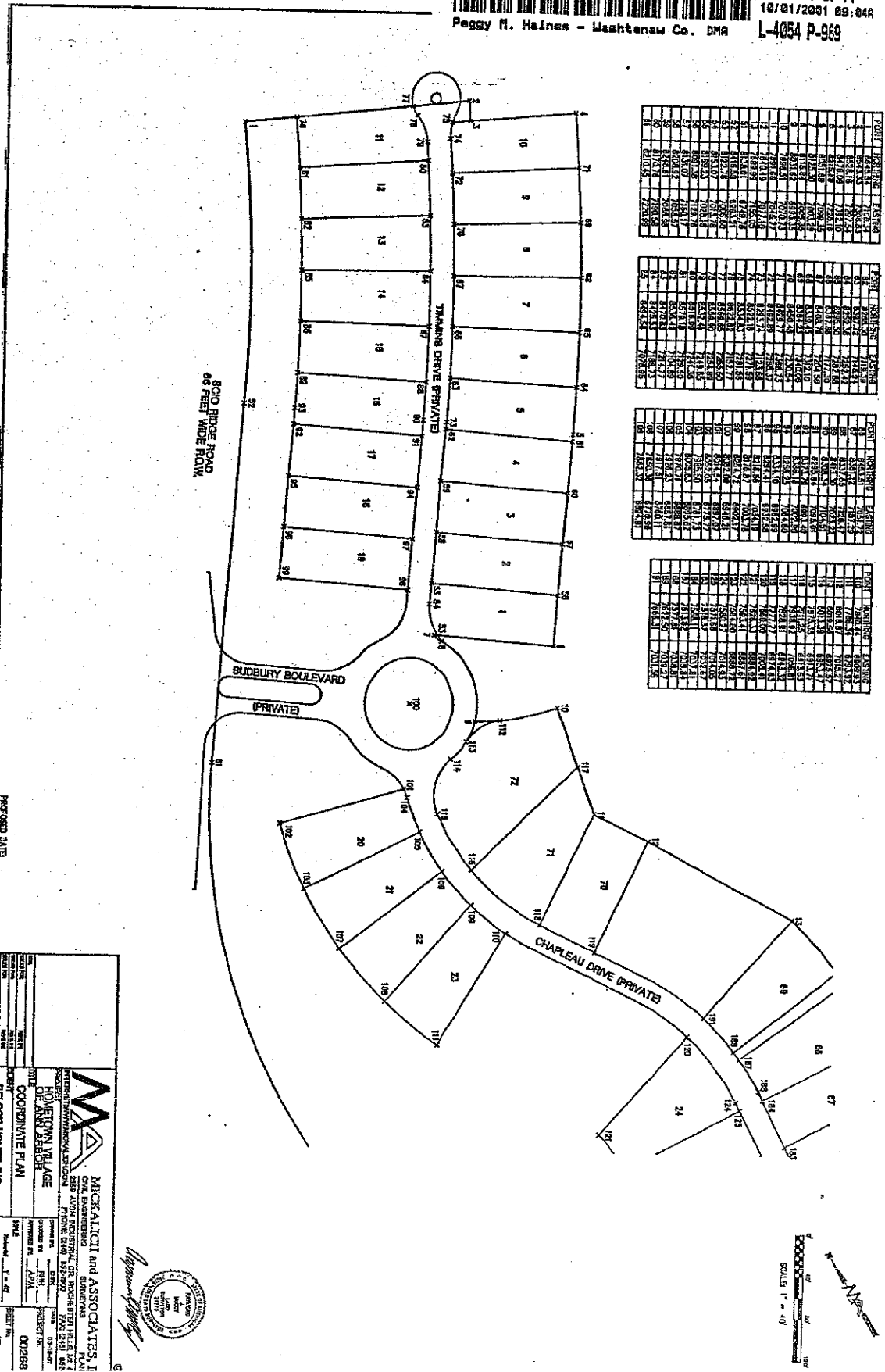
- NOTES**
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 2. EXISTING UTILITY INFORMATION OBTAINED FROM SUD TO BE USED FOR REFERENCE ONLY. FIELD WORKS AND FIELD INSPECTIONS.
 3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT.
 4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.

- LEGEND**
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/VALET
 - PR. HYDRANT
 - PR. GATE VALVE
 - EX. WATER
 - EX. STORM SEWER
 - EX. SANITARY SEWER
 - EX. MANHOLE
 - EX. CATCH BASIN
 - ▽ EX. HYDRANT
 - EX. GATE VALVE

DATE	10/01/2001
TIME	09:04
PROJECT NO.	00289
CLIENT	DELCOIR HOMES, INC.
TITLE	UTILITY PLAN
<p>MICKALICH and ASSOCIATES, P.C. CIVIL ENGINEERING 1335 AVON ROAD, SUITE 200 ANN ARBOR, MI 48106-1500 PHONE (313) 963-1500 FAX (313) 963-1501</p>	
DESIGNED BY	JDA
CHECKED BY	JDA
DATE	10/01/01
SCALE	AS SHOWN
SHEET NO.	9



COURTESY OF THE STATE OF MICHIGAN, DEPARTMENT OF LAND AND NATURAL RESOURCES



MICCALICCI and ASSOCIATES, I
 2315 AVON KENNEDIAL DR. BOWLING GREEN, OH 43403
 PHONE 614 852-2000 FAX 614 852-2000

DELOACH HOMES, INC.

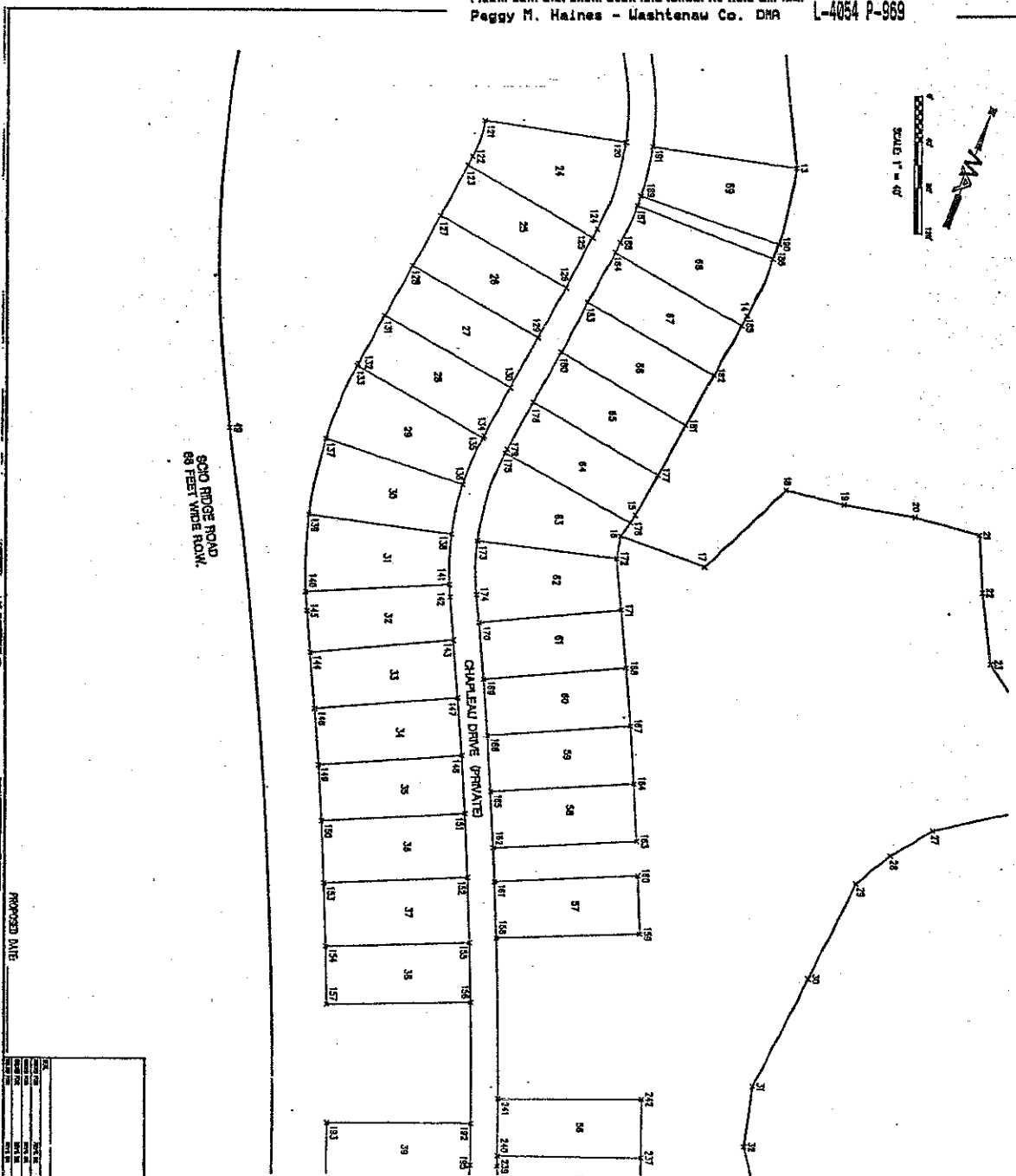
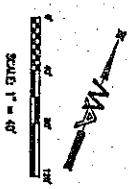
PROJECT NO. 002668

DATE 1/13/02

SCALE 1" = 40'

DATE 1/13/02





PROPOSED DRIVE

MICKALICH and ASSOCIATES, PLLC
 CIVIL ENGINEERING
 2335 ALTON INDUSTRIAL DR. ROCHESTER HILLS MI 48309
 PHONE 248-663-9000 FAX 248-661-4111
 WWW.MICKALICH.COM

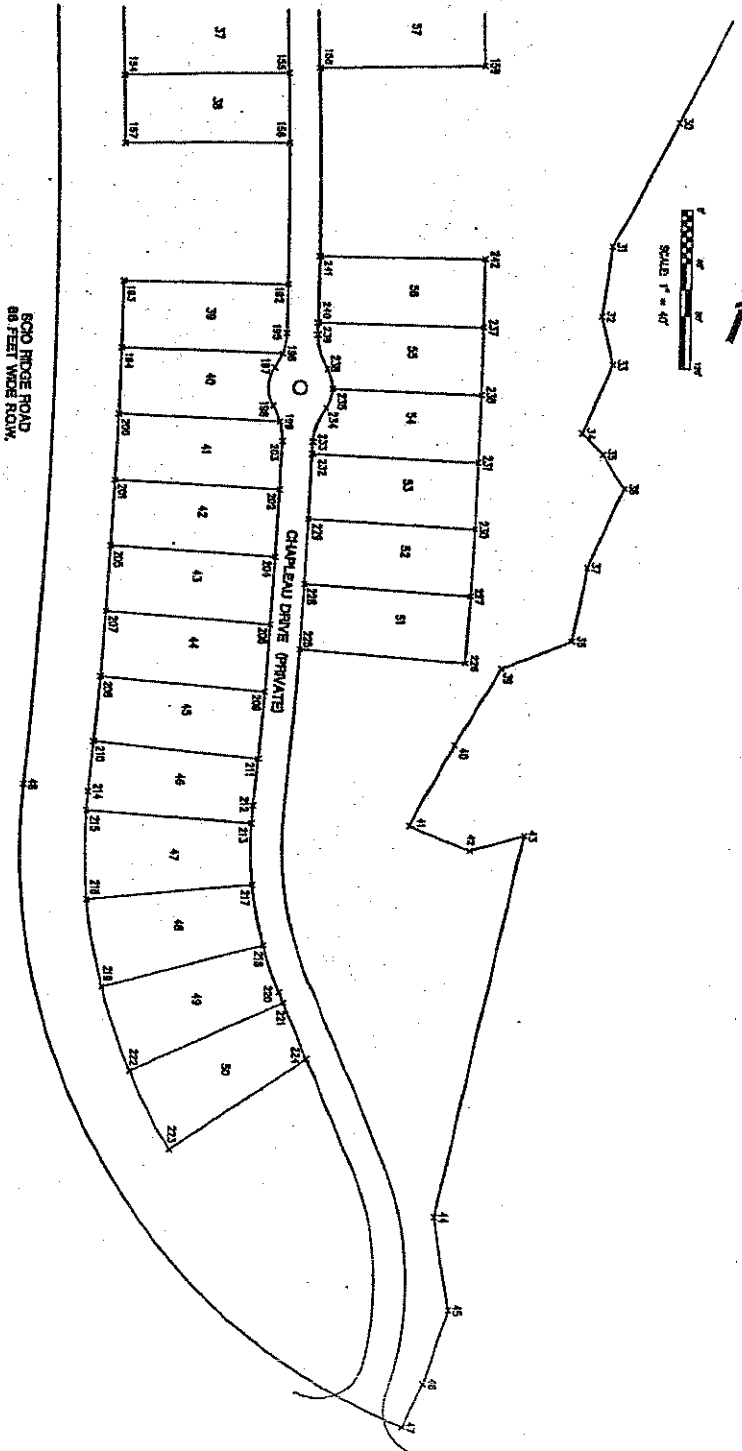
PROJECT: CHATEAU DRIVE (PRIVATE)
CLIENT: DELCOR HOMES, INC.
DATE: 11/11/2021
SCALE: 1" = 40'

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 11/11/2021



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52	785.00	785.00
53	785.00	785.00
54	785.00	785.00
55	785.00	785.00
56	785.00	785.00



LOT NO.	AREA (SQ. FT.)	PERCENTAGE
31	10,812.00	1.00%
32	10,812.00	1.00%
33	10,812.00	1.00%
34	10,812.00	1.00%
35	10,812.00	1.00%
36	10,812.00	1.00%
37	10,812.00	1.00%
38	10,812.00	1.00%
39	10,812.00	1.00%
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42	10,812.00	1.00%
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44	10,812.00	1.00%
45	10,812.00	1.00%
46	10,812.00	1.00%
47	10,812.00	1.00%
48	10,812.00	1.00%
49	10,812.00	1.00%
50	10,812.00	1.00%
51	10,812.00	1.00%

LOT NO.	AREA (SQ. FT.)	PERCENTAGE
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33	10,812.00	1.00%
34	10,812.00	1.00%
35	10,812.00	1.00%
36	10,812.00	1.00%
37	10,812.00	1.00%
38	10,812.00	1.00%
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40	10,812.00	1.00%
41	10,812.00	1.00%
42	10,812.00	1.00%
43	10,812.00	1.00%
44	10,812.00	1.00%
45	10,812.00	1.00%
46	10,812.00	1.00%
47	10,812.00	1.00%
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51	10,812.00	1.00%

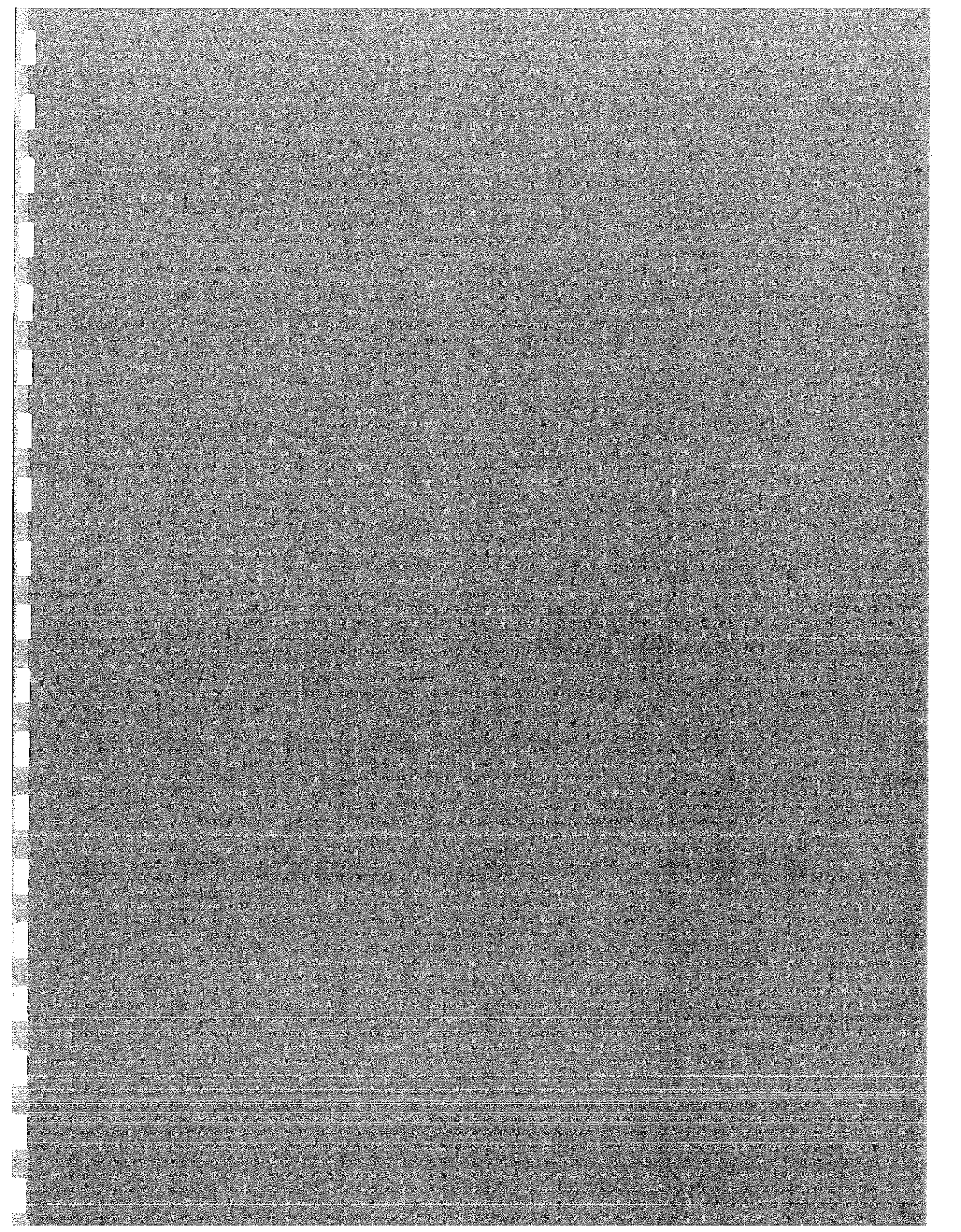
LOT NO.	AREA (SQ. FT.)	PERCENTAGE
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33	10,812.00	1.00%
34	10,812.00	1.00%
35	10,812.00	1.00%
36	10,812.00	1.00%
37	10,812.00	1.00%
38	10,812.00	1.00%
39	10,812.00	1.00%
40	10,812.00	1.00%
41	10,812.00	1.00%
42	10,812.00	1.00%
43	10,812.00	1.00%
44	10,812.00	1.00%
45	10,812.00	1.00%
46	10,812.00	1.00%
47	10,812.00	1.00%
48	10,812.00	1.00%
49	10,812.00	1.00%
50	10,812.00	1.00%
51	10,812.00	1.00%

LOT NO.	AREA (SQ. FT.)	PERCENTAGE
31	10,812.00	1.00%
32	10,812.00	1.00%
33	10,812.00	1.00%
34	10,812.00	1.00%
35	10,812.00	1.00%
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45	10,812.00	1.00%
46	10,812.00	1.00%
47	10,812.00	1.00%
48	10,812.00	1.00%
49	10,812.00	1.00%
50	10,812.00	1.00%
51	10,812.00	1.00%

WA MICCALICH and ASSOCIATES, INC.
 CIVIL ENGINEERING
 3155 AVENUE INDUSTRIAL DRIVE, ROCHESTER HILLS, MI 48306
 PHONE: (248) 855-8800 FAX: (248) 855-8801
 WWW: WWW.MICCALICH.COM

PROJECT: DOWNTOWN VILLAGE
 SHEET: ANN ARBOR
 TITLE: COORDINATE PLAN
 CLIENT: DELCOT HOMES, INC.
 SCALE: 1" = 40'
 SHEET NO: 12





Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

HOMETOWN VILLAGE OF ANN ARBOR ASSOCIATION

ID NUMBER: 768664

received by facsimile transmission on November 19, 2001 is hereby endorsed

Filed on November 19, 2001 by the Administrator.

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

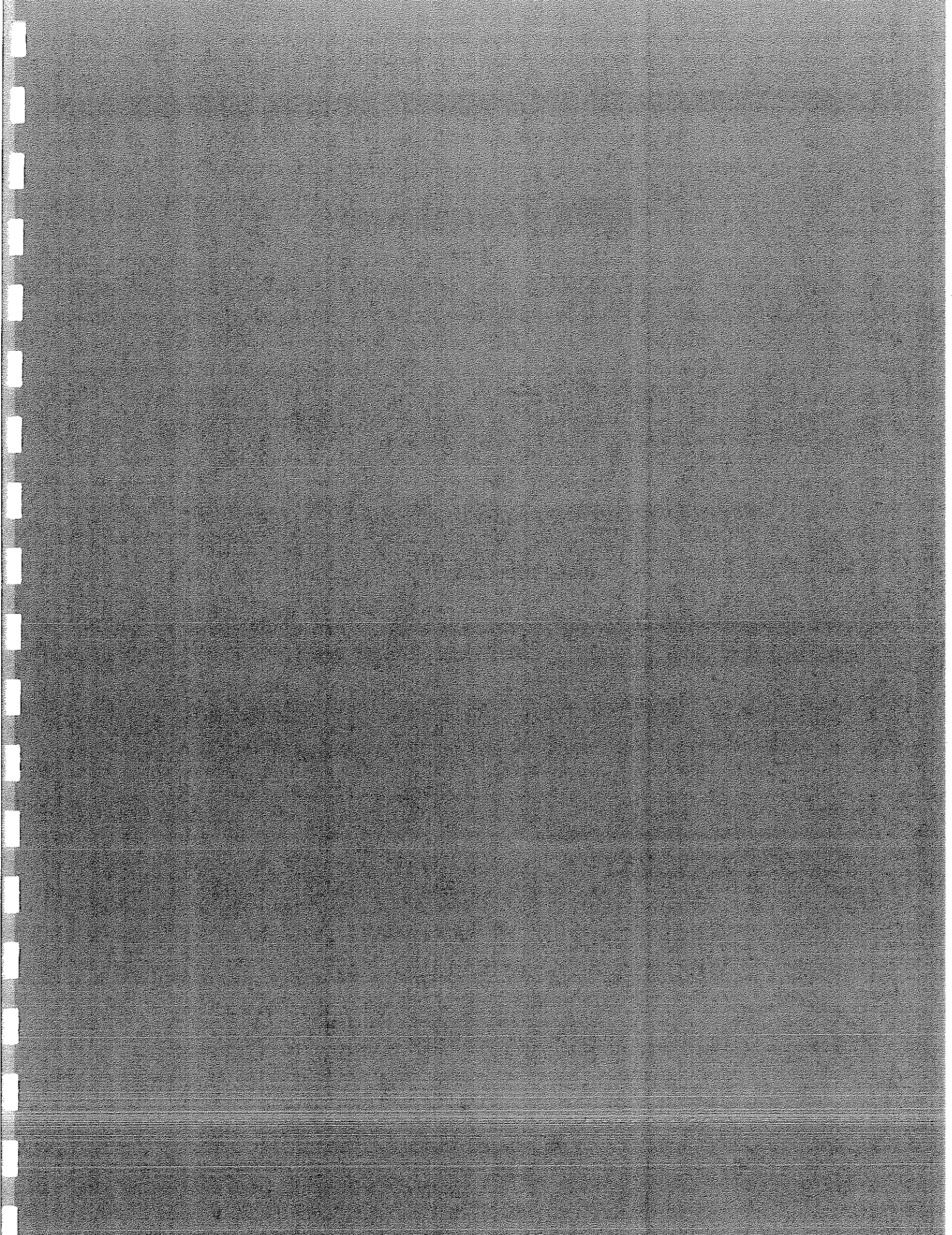


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of November, 2001.

A handwritten signature in black ink, appearing to read "Andrew G. Mitchell".

, Director

Bureau of Commercial Services



COPY

Copy

**FIRST AMENDMENT TO MASTER DEED
HOMETOWN VILLAGE OF ANN ARBOR**

Delcor Homes – Hometown Village of Ann Arbor, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Hometown Village of Ann Arbor, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 4054, page 969, Washtenaw County Records, and known as Hometown Village of Ann Arbor, Washtenaw County Condominium Subdivision Plan No. 371, hereby amends the Master Deed of Hometown Village of Ann Arbor, pursuant to the authority reserved in Article VIII of said Master Deed for the purpose of expanding the size of the Condominium to 146 units.

Said Master Deed is amended in the following manner:

1. The Land which is being added to the Condominium by this Amendment is more particularly described as follows:

Commencing at the North ¼ corner of Section 26, T2S, R5E, Scio Township, Washtenaw County, Michigan; thence along the North line of said Section 36, N 89°28'45" W 186.31 feet; thence along the Easterly right-of-way of Scio Ridge Road in the following four (4) courses:

- (1) S 04°27'45" W 343.68 feet; (2) Southeasterly 265.38 feet in the arc of a 734.06 foot radius circular curve to the left, through a central angle of 20°42'50", having a chord which bears S 05°53'21", 263.94 feet; (3) Southeasterly 79.89 feet in the arc of a circular curve to the right, radius 273.00 feet, central angle 16°46'04", chord S 07°51'47" E 79.61 feet; (4) S 00°31'15" W 156.08 feet to the POINT OF BEGINNING; thence S.89°28'52"E., 353.03 feet; thence S.19°12'10"W., 67.07 feet; thence S.21°42'15"E., 528.28 feet; thence S.00°38'50"W., 341.19 feet; thence S.00°50'10"W., 338.01 feet; thence S.14°55'25"W., 199.42 feet; thence N.32°40'45"W., 50.37 feet; thence N.81°37'00"W., 23.89 feet; thence S.80°52'50"W., 71.91 feet; thence N.58°35'45"W., 21.30 feet; thence N.70°46'45"W., 47.19 feet; thence N.74°31'20"W., 48.28 feet; thence S.77°39'00"W., 53.98 feet; thence S.08°16'15"E., 10.00 feet; thence N.87°47'20"E., 36.36 feet; thence S.32°01'15"E., 48.28 feet; thence S.40°44'35"E., 46.10 feet; thence S.68°53'05"E., 44.72 feet; thence S.03°55'35"W., 43.09 feet; thence S.50°17'25"W., 43.85 feet; thence S.31°59'35"W., 54.60 feet; thence S.54°15'45"W., 54.74 feet; thence N.87°23'30"W., 63.57 feet; thence S.04°34'40"W., 68.16 feet; thence S.01°13'25"E.,

Each Co-owner is also responsible for lawn mowing and the maintenance of landscaping in the yard area within the road right of way and for snow removal for the sidewalk within the road right of way. Reference should be made to Article IV of the Master Deed, which details the maintenance and repair obligations of the Co-owners.

If a Co-owner fails to perform maintenance and/or repair of the residential structure or lawn and/or landscaping within the boundaries of his or her Unit, in accordance with the Bylaws (Exhibit A to the Master Deed), the Condominium Association may perform such maintenance and/or repair and collect such costs from the responsible Co-owner as part of the Condominium assessments. If deemed necessary, in the Association's sole discretion, the Association may tap into the water spigot located within any Unit to facilitate the maintenance of landscaping and lawns within the Unit.

B. Structures And Improvements Which Must Be Built And Which Need Not Be Built. The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed), as either "must be built" or "need not be built". All structures and improvements in the Condominium have been labeled "must be built". The Developer must construct all structures and improvements which are labeled "must be built".

The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements which are labeled "must be built".

C. Escrow Arrangement. The Developer has entered into an escrow arrangement with Transnation Title Insurance Company, through its representative, Metropolitan Title Company ("Escrow Agreement"); which provides that all deposits for the purchase of Condominium Units made under Purchase and Building Agreements shall be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any Purchaser who withdraws from a Purchase and Building Agreement in accordance with the Purchase and Building Agreement. Such a withdrawal is permitted by each Purchase and Building Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium documents are changed in a way that materially reduces a Purchaser's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the Purchaser defaults in any obligation under the Purchase and Building Agreement after the Purchase and Building Agreement has become binding upon the Purchaser. The Escrow Agreement also provides that deposits will be released to the Developer when (a) the closing of the sale takes place and (b) a Certificate of Occupancy is issued if required by local ordinance, and (c) if any improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are labeled "must be built", the escrow agent has received certification from an engineer or architect that such improvements are substantially complete.

D. Reserved Rights of Developer, its Successors and Assigns. Article IX of the Master Deed sets forth certain reservation of rights and/or easements. These include, without limitation:

36.53 feet; thence N.82°49'35"E., 85.18 feet; thence N.69°33'00"E., 39.20 feet; thence S.05°01'20"E., 37.85 feet; thence S.24°44'35"W., 74.37 feet; thence S.70°33'25"W., 67.51 feet; thence S.17°09'30"W., 69.77 feet; thence S.13°56'35"W., 31.43 feet; thence S.20°40'00"W., 66.75 feet; thence S.42°05'20"W., 48.05 feet; thence S.56°24'05"W., 71.09 feet; thence S.62°02'35"W., 77.26 feet; thence S.86°18'00"W., 55.24 feet; thence S.71°31'00"W., 67.53 feet; thence S.36°45'10"W., 55.09 feet; thence S.18°26'55"W., 53.51 feet; thence N.10°22'39"E., 22.46 feet; thence N.05°53'34"W., 200.00 feet; thence Northwesterly 136.55 feet on the arc of a 370.00 foot radius circular curve to the left, through a central angle of 21°08'42", having a chord which bears N.04°40'46"E., 135.77 feet; thence N.29°01'24"W., 160.68 feet; thence N.31°28'26"W., 60.00 feet; thence N.13°08'58"E., 109.72 feet; thence Northwesterly 84.60 feet on the arc of a 242.00 foot radius circular curve to the right, through a central angle of 20°01'44", having a chord which bears N.66°50'10"W., 84.17 feet; thence Northwesterly 91.85 feet on the arc of a 69.00 foot radius circular curve to the left, through a central angle of 76°16'01", having a chord which bears N.08°46'20"W., 85.21 feet; thence Northwesterly 10.01 feet on the arc of a 25.00 foot radius circular curve to the right, through a central angle of 22°56'06", having a chord which bears N.17°53'37"W., 9.94 feet; thence S.52°32'27"E., 121.02 feet; thence N.37°27'33"E., 206.85 feet; thence Northeasterly 309.48 feet on the arc of a 1857.86 foot radius circular curve to the left, through a central angle of 09°32'40", having a chord which bears N.32°41'13"E., 309.13 feet; thence N.62°05'07"W., 107.02 feet; thence Northeasterly 19.38 feet on the arc of a 1252.43 foot radius circular curve to the left, through a central angle of 00°52'12", having a chord which bears N.27°38'53"E., 19.38 feet; thence N.62°43'10"W., 223.00 feet; thence along the Easterly right-of-way of Scio Ridge Road the following four (4) courses: 1) Northeasterly 560.26 feet on the arc of a 1527.86 foot radius circular curve to the left, through a central angle of 21°00'36", having a chord which bears N.16°46'32"E., 557.12 feet; 2) Northeasterly 178.36 feet on the arc of a 477.00 foot radius circular curve to the right, through a central angle of 21°25'28", having a chord which bears N.16°58'45"E., 177.32 feet; 3) Northeasterly 129.46 feet on the arc of a 273.00 foot radius circular curve to the left, through a central angle of 27°10'13", having a chord which bears N.14°06'22"E., 128.25 feet; 4) N.00°31'15"E., 82.87 feet to the POINT OF BEGINNING. Being a part of Section 36, T2S, R5E, Scio Township, Washtenaw County, Michigan, and containing 24.98 acres of land.

2. First amended Article II of said Master Deed of Hometown Village of Ann Arbor, as set forth below, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supercede Article II of the Master Deed as originally recorded, and the originally recorded Article II shall be of no further force and effect.

**FIRST AMENDED ARTICLE II
OF THE MASTER DEED OF
HOMETOWN VILLAGE OF ANN ARBOR**

Article II

Legal Description

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

A parcel of land located in Section 36, T.2S., R.5E., Scio Township, Washtenaw County, Michigan, being more particularly described as:

Commencing at North 1/4 corner of said Section 36; thence along the North line of said Section 36, N 89°28'45" W 186.31 feet; thence along the Easterly right-of-way of Scio Ridge Road for the following four (4) courses:

- 1) S.04°27'45"W. 343.68 feet;
- 2) Southeasterly 265.38 feet in the arc of a 734.06 foot radius circular curve to the left, through a central angle of 20°42'50", having a chord which bears S.05°53'21"E. 263.94 feet;
- 3) Southeasterly 79.89 feet in the arc of a circular curve to the right, radius 273.00 feet, central angle 16°46'04", chord S.07°51'47"E. 79.61 feet;
- 4) S.00°31'15"W. 156.08 feet to the Point of Beginning;

thence S 89° 28' 52" E 353.03 feet; thence S 19° 12' 10" W, 67.07 feet; thence S 21° 42' 15" E, 528.28 feet; thence S 00° 38' 50" W, 341.19 feet; thence S 00° 50' 10" W, 338.01 feet; thence S 14° 55' 25" W, 199.42 feet; thence N 32° 40' 45" W, 50.37 feet; thence N 81° 37' 00" W, 23.89 feet; thence S 80° 52' 50" W, 71.91 feet; thence N 58° 35' 45" W, 21.30 feet; thence N 70° 46' 45" W, 47.19 feet; thence N 74° 31' 20" W, 48.28 feet; thence S 77° 39' 00" W, 53.98 feet; thence S 8° 16' 15" E, 10.00 feet; thence N 87° 47' 20" E, 36.36 feet; thence S 32° 01' 15" E, 48.28 feet; thence S 40° 44' 35" E, 46.10 feet; thence S 68° 53' 05" E, 44.72 feet; thence S 3° 55' 35" W, 43.09 feet; thence S 50° 17' 25" W, 43.85 feet; thence S 31° 59' 35" W, 54.60 feet; thence S 54° 15' 45" W, 54.74 feet; thence N 87° 23' 30" W, 63.57 feet; thence S 4° 34' 40" W, 68.16 feet; thence S 1° 13' 25" E, 36.53 feet; thence N 82° 49' 35" E, 85.18 feet; thence N 69° 33' 00" E, 39.20 feet; thence S 5° 01' 20" E, 37.85 feet; thence S 24° 44' 35" W, 74.37 feet; thence S 70° 33' 25" W, 67.51 feet; thence S 17° 09' 30" W, 69.77 feet; thence S 13° 56' 35" W, 31.43 feet; thence S 20° 40' 00" W, 66.75 feet; thence S 42° 05' 20" W, 48.05 feet; thence S 56° 24' 05" W, 71.09 feet; thence S 62° 02' 35" W, 77.26 feet; thence S 86° 18' 00" W, 55.24 feet; thence S 71° 31' 00" W, 67.53 feet; thence S 36° 45' 10" W, 55.09 feet; thence S 18° 26' 55" W, 53.51 feet; thence N 86° 17' 50" E, 78.75 feet; thence N 23° 06' 05" E, 98.07 feet; thence N 80° 30' 45" E, 53.39 feet; thence N 75° 42' 00" E, 64.07 feet; thence N 81° 14' 25" E, 61.78 feet; thence S 26° 39' 20" E, 51.00 feet; thence S 30° 28' 35" E, 63.67 feet; thence S 56° 14' 20" E, 56.85 feet; thence S 75° 12' 55" E, 47.45 feet; thence S 12° 01' 10" W, 64.33 feet; thence S 54° 25' 50" W, 85.97 feet; thence S 36° 23' 45" W, 44.39 feet; thence S 27° 02' 55" W, 39.01 feet; thence S 3° 34' 40" W, 94.15 feet; thence S 4° 22' 35" W, 106.67 feet; thence S 15° 07' 35" E, 53.10 feet; thence S 37° 13' 55" E, 37.58 feet; thence S 00° 28' 10" W, 57.30 feet; thence S 70° 25'

45° E, 22.96 feet; thence S 55° 14' 20" E, 30.59 feet; thence S 00° 51' 25" W, 66.71 feet; thence S 12° 37' 00" E, 57.17 feet; thence S 45° 16' 25" W, 58.59 feet; thence S 7° 36' 30" W, 68.69 feet; thence S 5° 22' 55" W, 70.77 feet; thence N 88° 05' 50" E, 50.00 feet; thence N 51° 07' 07" E 43.46 feet; thence S 10° 38' 45" E, 297.35 feet; thence S 32° 59' 48" E, 70.40 feet; thence S 05° 02' 34" E, 58.14 feet; thence S 02° 06' 34" W, 35.87 feet; thence along the easterly right of way line of Scio Ridge Road in the following nine (9) courses:

- 1) Northwesterly 609.32 feet in the arc of a 466.37 foot radius circular curve to the right, through a central angle of 74° 51' 31", having a chord which bears N 55° 10' 33" W, 566.90 feet;
 - 2) Northwesterly 996.16 feet in the arc of a 4,291.85 foot radius circular curve to the left, through a central angle of 13° 17' 55", having a chord which bears N 24° 23' 50" W, 993.92 feet;
 - 3) Northwesterly 473.19 feet in the arc of a 1,067.00 foot radius circular curve to the right, through a central angle of 25° 24' 34", having a chord which bears N 18° 20' 30" W, 469.32 feet;
 - 4) Northeasterly 426.45 feet in the arc of a 567.00 foot radius circular curve to the right, through a central angle of 43° 05' 35", having a chord which bears N 15° 54' 34" E, 416.47 feet;
 - 5) N 37° 27' 33" E, 350.96 feet;
 - 6) Northeasterly 831.68 feet in the arc of a 1,527.86 foot radius circular curve to the left, through a central angle of 31° 11' 19", having a chord which bears N 21° 51' 54" E, 821.45 feet;
 - 7) Northeasterly 178.36 feet in the arc of a 477.00 foot radius circular curve to the right, through a central angle of 21° 25' 27", having a chord which bears N 16° 58' 57" E, 177.32 feet;
 - 8) Northeasterly 129.46 feet in the arc of a circular curve to the left, radius 273.00 feet, central angle 27° 10' 13", chord N 14° 06' 34" E 128.25 feet;
 - 9) N 00° 31' 15" E 82.86 feet to the Point of Beginning.
- Containing 50.97 acres of land and subject to all easements and restrictions of record.


3. Sheets 1, 2, 3, 8, and 9 of Replat No. 1 of the Condominium Subdivision Plan of Hometown Village of Ann Arbor, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, replace and supercede the originally recorded Sheets 1, 2, 3, 8, and 9 of the Condominium Subdivision Plan of Hometown Village of Ann Arbor, and the aforescribed originally recorded Sheets shall be of no further force and effect.

4. Sheets 13, 14, 15, 16, and 17 of Replat No. 1 of the Condominium Subdivision Plan of Hometown Village of Ann Arbor, as attached hereto, shall, upon recordation in the office of the Washtenaw County Register of Deeds of this Amendment, be incorporated as part of the Condominium Subdivision Plan of Hometown Village of Ann Arbor.

In all other respects, other than as herein above indicated, the initial Master Deed of Hometown Village of Ann Arbor, including the Bylaws and the Condominium Subdivision Plan

respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

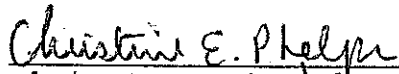
DELCOR HOMES – HOMETOWN VILLAGE
OF ANN ARBOR, LTD., a Michigan corporation

By: 
Phillip W. McCafferty, President

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 22nd day of July, 2002, the foregoing First Amendment to the Master Deed of Hometown Village of Ann Arbor was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Delcor Homes – Hometown Village of Ann Arbor, Ltd., a Michigan corporation, on behalf of the corporation.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007


Acting in Oakland County
Notary Public, Livingston County, MI
My commission expires: 1/27/07

FIRST AMENDMENT TO MASTER DEED
Drafted By and When Recorded Return To:
Samuel K. Hodgdon, Esq.
Delcor Homes – Hometown Village of Ann Arbor, Ltd.
P.O. Box 308
New Hudson, MI 48165
(248) 684-1234

**WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 371
EXHIBIT "B" TO MASTER DEED OF**

**HOMETOWN VILLAGE OF ANN ARBOR
REPLAT No. 1**

**PART OF SECTION 36, TOWN 2 SOUTH, RANGE 5 EAST
SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

LEGAL DESCRIPTION:

A parcel of land located in Section 36, T.4S., R.6E., Scio Township, Washtenaw County, Michigan, being more particularly described as follows:

- 1) S.0427'45" W. 343.69 feet
 - 2) Southwesterly 265.39 feet in the arc of a circular curve to the left, through a central angle of 20°42'50", having a chord which bears S.0583321° E. 263.94 feet
 - 3) Southwesterly 78.89 feet in the arc of a circular curve to the right, radius 273.00 feet, central angle 16°46'04", chord S.0751°47' E. 78.81 feet
 - 4) S.0073115° W. 156.03 feet to the Point of Beginning;
 - thence S 08° 28' 52" E 353.03 feet; thence S 19° 12' 10" W. 67.07 feet; thence S 21° 42' 15" E. 619.28 feet; thence S 00° 50' 50" W. 341.19 feet; thence S 00° 50' 10" W. 338.01 feet; thence S 14° 55' 25" W. 194.42 feet; thence N 32° 40' 45" W. 50.37 feet; thence N 81° 37' 00" W. 23.89 feet; thence S 19° 22' 50" W. 71.61 feet; thence N 53° 30' 45" W. 21.30 feet; thence N 70° 45' 45" W. 47.19 feet; thence N 74° 31' 20" W. 48.28 feet; thence S 77° 39' 00" W. 53.98 feet; thence S 81° 15' 12" E. 63.09 feet; thence N 57° 47' 20" E. 36.36 feet; thence S 32° 01' 15" E. 48.28 feet; thence N 54° 15' 15" W. 54.74 feet; thence N 57° 23' 30" W. 63.37 feet; thence S 4° 34' 40" W. 88.16 feet; thence S 31° 58' 35" W. 54.60 feet; thence S 30° 20' 45" W. 59.75 feet; thence S 24° 44' 35" W. 74.37 feet; thence S 70° 33' 25" W. 87.51 feet; thence S 82° 19' 35" E. 85.18 feet; thence N 68° 33' 00" W. 100.00 feet; thence S 20° 00' 00" W. 66.75 feet; thence S 36° 45' 10" W. 48.05 feet; thence S 58° 24' 05" W. 71.08 feet; thence S 69° 17' 00" W. 89.24 feet; thence S 71° 31' 00" W. 87.51 feet; thence N 75° 42' 00" E. 64.07 feet; thence N 81° 14' 25" E. 81.78 feet; thence S 28° 39' 30" E. 51.09 feet; thence S 23° 06' 05" E. 95.07 feet; thence N 80° 30' 45" E. 53.39 feet; thence N 75° 12' 35" E. 47.45 feet; thence S 12° 01' 10" W. 64.33 feet; thence S 54° 25' 50" W. 85.87 feet; thence S 27° 02' 25" W. 38.01 feet; thence S 7° 22' 55" W. 84.15 feet; thence S 4° 22' 35" W. 108.87 feet; thence S 15° 07' 35" E. 53.10 feet; thence S 27° 13' 25" E. 37.58 feet; thence S 00° 28' 10" W. 57.30 feet; thence S 107° 05' 45" E. 22.98 feet; thence S 55° 14' 20" E. 30.59 feet; thence S 00° 51' 25" W. 66.71 feet; thence S 45° 18' 25" W. 56.59 feet; thence S 7° 38' 30" W. 68.68 feet; thence S 5° 22' 55" W. 70.77 feet; thence N 53° 05' 50" E. 50.00 feet; thence N 51° 07' 07" E. 45.46 feet; thence S 10° 38' 48" E. 297.35 feet; thence S 32° 58' 48" E. 70.40 feet; thence S 05° 02' 34" E. 58.14 feet; thence S 02° 08' 34" W. 35.87 feet; thence along the easterly right-of-way line of Scio Ridge Road in the following (9) courses:
 - 1) Northwesterly 809.32 feet in the arc of a 468.37 foot radius circular curve to the right, through a central angle of 74° 81' 31", having a chord which bears N 55° 10' 33" W. 566.90 feet
 - 2) Northwesterly 978.16 feet in the arc of a 4291.85 foot radius circular curve to the left, through a central angle of 13° 17' 58", having a chord which bears N 24° 23' 50" W. 953.92 feet
 - 3) Northwesterly 473.19 feet in the arc of a 1,667.00 foot radius circular curve to the right, through a central angle of 35° 24' 34", having a chord which bears N 18° 20' 30" W. 499.32 feet
 - 4) Northwesterly 428.45 feet in the arc of a 587.00 foot radius circular curve to the right, through a central angle of 43° 05' 38", having a chord which bears N 16° 54' 34" E. 416.47 feet
 - 5) N 37° 37' 31" W. 350.98 feet
 - 6) Northwesterly 631.68 feet in the arc of a 1,697.08 foot radius circular curve to the left, through a central angle of 31° 11' 16", having a chord which bears N 41° 51' 56" E. 821.45 feet
 - 7) Northwesterly 176.36 feet in the arc of a 777.00 foot radius circular curve to the right, through a central angle of 21° 23' 27", having a chord which bears N 18° 58' 07" E. 171.32 feet
 - 8) Northwesterly 128.46 feet in the arc of a circular curve to the left, radius 273.00 feet, central angle 27° 10' 13", chord N 14° 08' 34" E. 128.23 feet
 - 9) N 00° 31' 15" E. 92.68 feet to the Point of Beginning.
- Containing 50.87 acres of land and subject to all easements and restrictions of record.

PROPRIETOR
DELOOR HOMES - HOMETOWN
VILLAGE OF ANN ARBOR LTD.
2166 S. MILFORD ROAD
MILFORD, MI 48301
(248) 684-1234

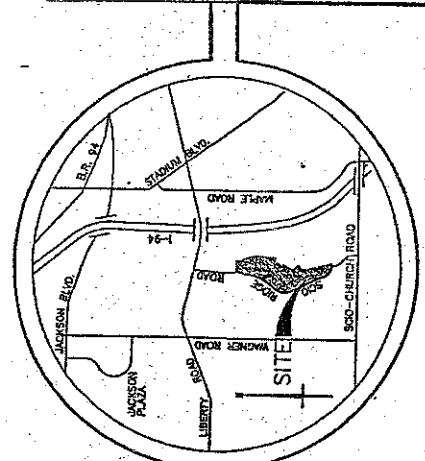
ENGINEER
MICKALICH and ASSOCIATES, INC.
2369 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1800

SHEET INDEX

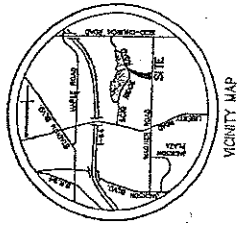
1	TITLE SHEET
2	SURVEY PLAN
3	SURVEY PLAN
4	SURVEY PLAN
5	SURVEY PLAN
6	SURVEY PLAN
7	CURVE DATA
8	UTILITY PLAN
9	UTILITY PLAN
10	COORDINATE PLAN
11	COORDINATE PLAN
12	COORDINATE PLAN
13	SITE PLAN (UNITS 73-88 & 130-146)
14	SITE PLAN (UNITS 87-138)
15	CURVE DATA
16	COORDINATE PLAN
17	COORDINATE PLAN

* DENOTES SHEETS ADDED OR AMENDED ON JULY 18, 2002

AMENDED DATE: JULY 18, 2002
PROPOSED DATE: SEPTEMBER 20, 2001



ATTENTION COUNTY REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF DEEDS AND SHALL BE DESIGNATED BY THE CONDOMINIUM SUBDIVISION PLAN NUMBER. THIS PLAN IS A CONDOMINIUM SUBDIVISION PLAN AND SHALL BE RECORDED BY THE REGISTER OF DEEDS. THIS PLAN IS A CONDOMINIUM SUBDIVISION PLAN AND SHALL BE RECORDED BY THE REGISTER OF DEEDS. THIS PLAN IS A CONDOMINIUM SUBDIVISION PLAN AND SHALL BE RECORDED BY THE REGISTER OF DEEDS.



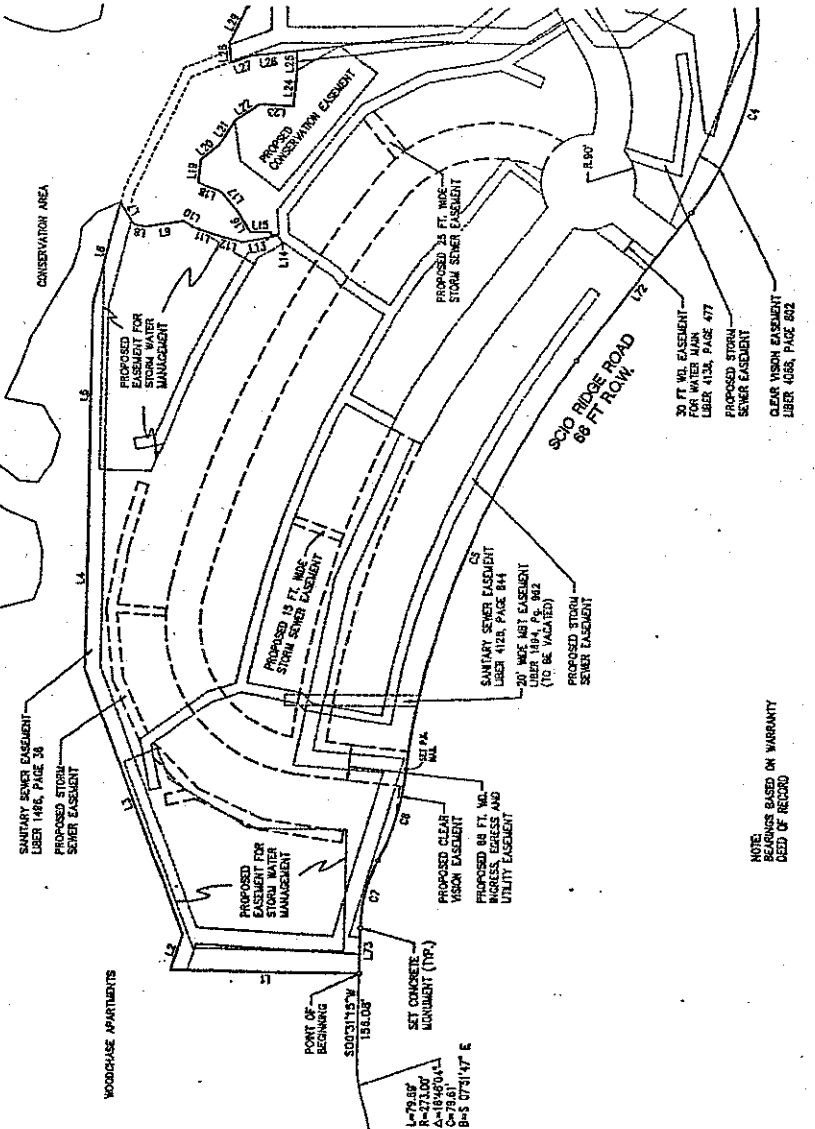
I, EMMOND J. MERRY, REGISTERED LAND SURVEYOR OF THE STATE OF WASHINGTON, HONORARY COUNTY CLERK, IN AND FOR KING COUNTY, WASHINGTON, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO UNRECORDED EASEMENTS, ENCUMBRANCES OR OTHER RIGHTS ACQUIRED BY THE PUBLIC ACTS OF 1978, THAT THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

EMMOND J. MERRY, REGISTERED LAND SURVEYOR
 NUMBER: 21270
 2159 AVON INDUSTRIAL DR.
 BOSTON, WASH. 98004

MICKALICH and ASSOCIATES
 CIVIL ENGINEERING SURVEYING
 1150 AVON INDUSTRIAL DR. SUITE 100
 BOSTON, WASHINGTON STATE 98004
 PHONE: (206) 835-1100 FAX: (206) 835-1101

PROJECT: **SLURRY PLAN**
 DRAWN BY: **AMV**
 CHECKED BY: **AMV**
 DATE: **02/26/88**

DATE: **JULY 14, 2002**
 PROPOSED DATE: **SEPTEMBER 27, 2001**



LEGEND

- BOUNDARY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- SET MONUMENT

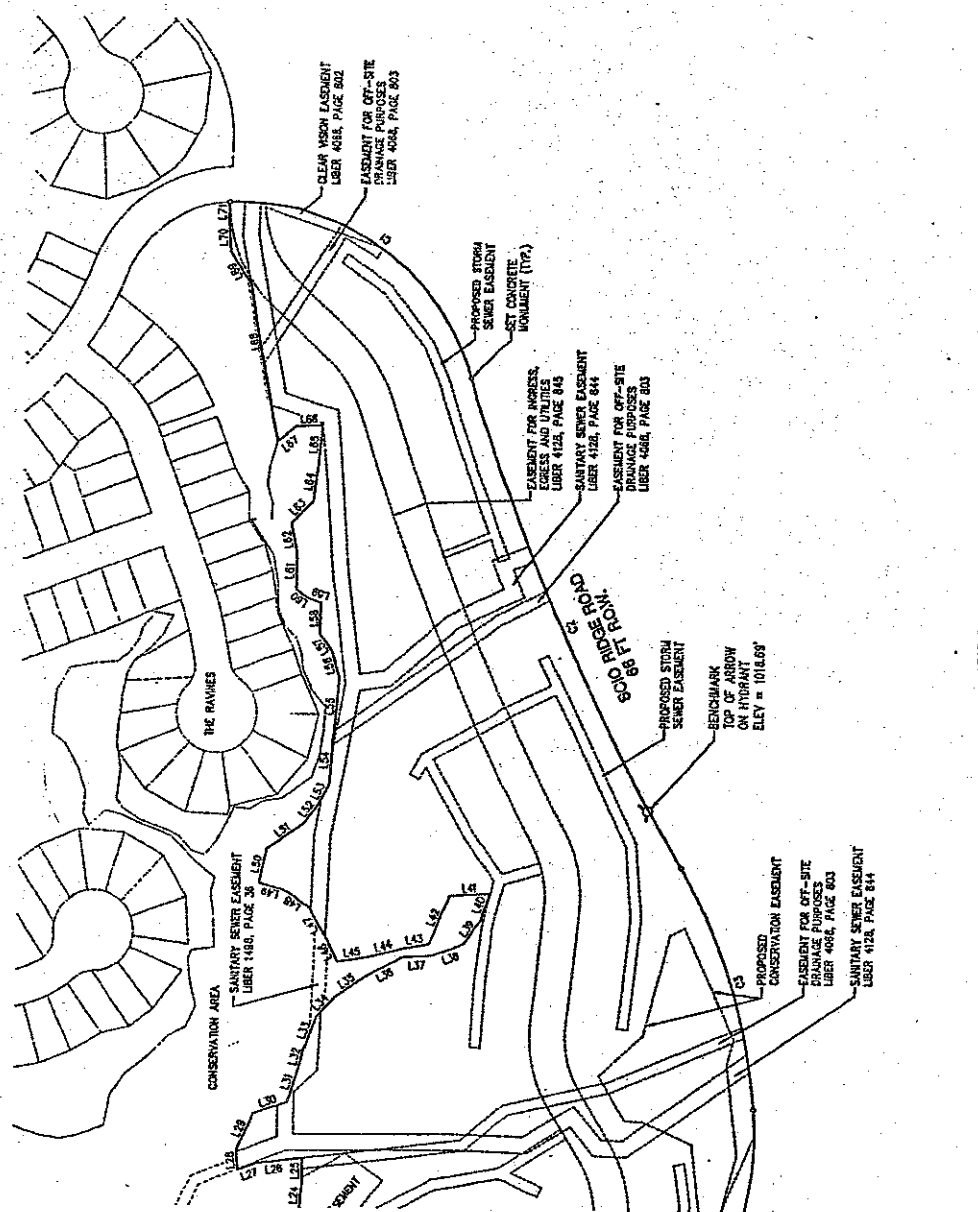
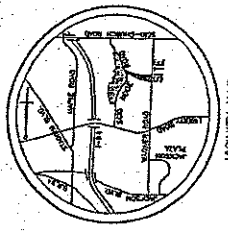
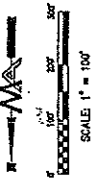
NOTE: BEARINGS BASED ON WARRANTY DEED OF RECORD



POINT OF BEGINNING
 S04°27'45"W
 343.81'
 SET CONCRETE MONUMENT (TOP)
 I=79.86'
 R=713.06'
 A=204°25'00"
 C=283.94'
 B=5 07°31'47" E

LINE	BEARING	ANGLE	LENGTH	CHORD	BEARING	CHORD LENGTH	DELTA ANGLE
L1	S 87°26'52" E		543.03'				
L2	S 71°42'15" E		531.32'				
L3	S 60°38'50" W		341.10'				
L4	S 50°53'10" W		338.01'				
L5	S 14°52'24" W		159.42'				
L6	N 32°15'15" W		50.17'				
L7	N 81°37'00" W		23.85'				
L8	S 89°52'50" W		71.10'				
L9	N 78°44'15" W		43.39'				
L10	N 74°11'20" W		43.32'				
L11	S 77°53'00" W		53.55'				
L12	S 08°16'15" E		10.00'				
L13	S 87°47'20" E		38.25'				
L14	S 32°01'15" E		48.28'				
L15	S 49°44'30" E		49.10'				
L16	S 68°53'05" E		44.72'				
L17	S 68°53'05" E		44.72'				
L18	S 68°53'05" E		44.72'				
L19	S 68°53'05" E		44.72'				
L20	S 68°53'05" E		44.72'				
L21	S 68°53'05" E		44.72'				
L22	S 68°53'05" E		44.72'				
L23	N 87°23'50" W		63.57'				
L24	N 37°21'15" E		250.84'				
L25	N 00°31'15" E		82.87'				

CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	CHORD LENGTH	DELTA ANGLE
C1	491.00'	31.87'	31.87'	S 12°34'24" E	218.47'	23°55'51"
C2	1537.66'	511.48'	511.48'	S 12°34'24" E	621.45'	31°11'19"
C3	471.00'	178.36'	178.36'	N 10°58'07" E	621.45'	21°29'27"
C4	271.00'	128.48'	128.48'	S 14°58'51" W	153.25'	27°10'15"



LINE	BEARING	DISTANCE
L24	S 01°34'40" W	68.16
L25	S 01°17'25" W	36.83
L26	N 88°48'35" E	33.18
L27	S 89°01'20" E	39.45
L28	S 03°01'20" W	74.37
L29	S 24°44'58" W	67.31
L30	S 70°33'28" W	69.77
L31	S 17°09'50" W	31.83
L32	S 12°58'33" W	31.83
L33	S 82°48'30" W	66.73
L34	S 56°52'05" W	71.05
L35	S 62°52'05" W	71.05
L36	S 62°52'05" W	71.05
L37	S 62°52'05" W	71.05
L38	S 62°52'05" W	71.05
L39	S 62°52'05" W	71.05
L40	S 62°52'05" W	71.05
L41	S 62°52'05" W	71.05
L42	S 62°52'05" W	71.05
L43	S 62°52'05" W	71.05
L44	S 62°52'05" W	71.05
L45	S 62°52'05" W	71.05
L46	S 62°52'05" W	71.05
L47	S 62°52'05" W	71.05
L48	S 62°52'05" W	71.05
L49	S 62°52'05" W	71.05
L50	S 62°52'05" W	71.05
L51	S 62°52'05" W	71.05
L52	S 62°52'05" W	71.05
L53	S 62°52'05" W	71.05
L54	S 62°52'05" W	71.05
L55	S 62°52'05" W	71.05
L56	S 62°52'05" W	71.05
L57	S 62°52'05" W	71.05
L58	S 62°52'05" W	71.05
L59	S 62°52'05" W	71.05
L60	S 62°52'05" W	71.05
L61	S 62°52'05" W	71.05
L62	S 62°52'05" W	71.05
L63	S 62°52'05" W	71.05
L64	S 62°52'05" W	71.05
L65	S 62°52'05" W	71.05
L66	S 62°52'05" W	71.05
L67	S 62°52'05" W	71.05
L68	S 62°52'05" W	71.05
L69	S 62°52'05" W	71.05
L70	S 62°52'05" W	71.05
L71	S 62°52'05" W	71.05

CHORD	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	463.77	69.22	N 35°10'33" W	516.90	74°51'31"
C2	463.77	69.22	S 24°23'50" E	613.97	131°7'55"
C3	1031.60	138.44	N 18°29'20" W	483.32	202°4'54"

LEGEND
 --- BOUNDARY LINE
 --- PROPOSED EASEMENT
 --- EXISTING EASEMENT
 --- SET MONUMENT

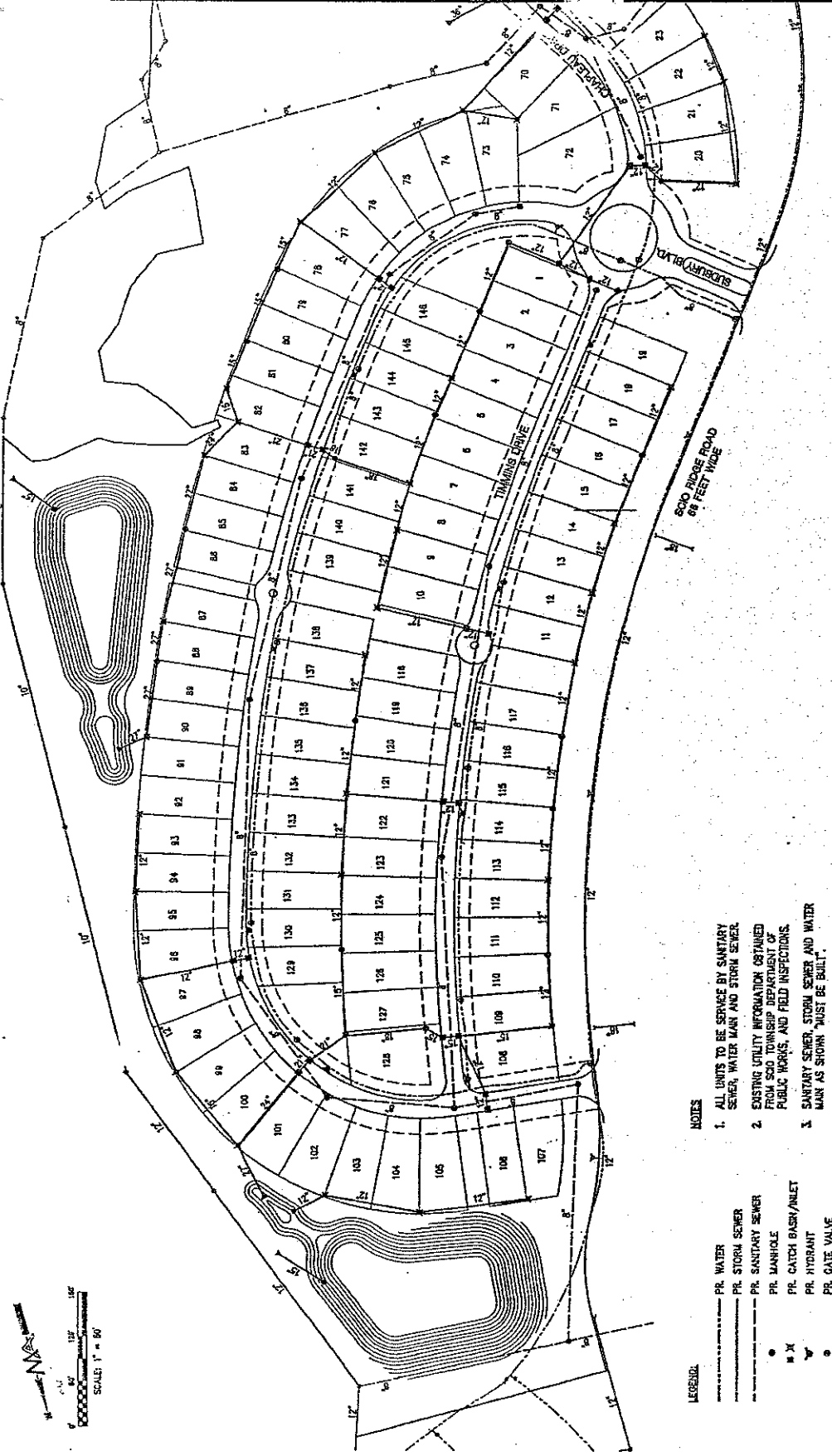
AMENDED DATE: JULY 18, 2002
 PROPOSED DATE: SEPTEMBER 20, 2001

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MICKALICH and ASSOCIATES, INC.
 CIVIL ENGINEERING
 1000 WEST AVON INDUSTRIAL PARK, ROCHESTER, N.Y. 14620
 INTERNET: WWW.MICKALICH.COM
 PHONE: (716) 485-7800 FAX: (716) 485-0770

PROJECT INFORMATION
 PROJECT NO: 00298
 SHEET NO: 3

CLIENT INFORMATION
 CLIENT: VILLAGE OF ANN ARBOR
 PROJECT: SURVEY PLAN
 VILLAGE OF ANN ARBOR, LTD.

DATE
 DATE: JULY 18, 2002
 PROPOSED DATE: SEPTEMBER 20, 2001



- NOTES**
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
 2. EXISTING UTILITY INFORMATION OBTAINED FROM SGO TOWNSHIP DEPARTMENT OF PUBLIC WORKS, AND FIELD INSPECTIONS.
 3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT".
 4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.

- LEGEND:**
- PR. WATER
 - PR. STORM SEWER
 - PR. SANITARY SEWER
 - PR. MANHOLE
 - PR. CATCH BASIN/INLET
 - PR. HYDRANT
 - PR. GATE VALVE
 - EX. WATER
 - EX. STORM SEWER
 - EX. SANITARY SEWER
 - EX. MANHOLE
 - EX. CATCH BASIN
 - EX. HYDRANT
 - EX. GATE VALVE

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 CIVIL ENGINEERING SURVEYING PLANNING
 3800 AVON INDUSTRIAL DR. ROCKFETER HILLS, IL 60089
 WATERVIEWMANHATTAN.COM PHONE (630) 483-5000 FAX (630) 483-0700

PROJECT NO. 00268

CLIENT: HOMETOWN VILLAGE OF ANN ARBOR

DATE: 04-19-02

PROJECT NO. 00268

SCALE: 1" = 80'

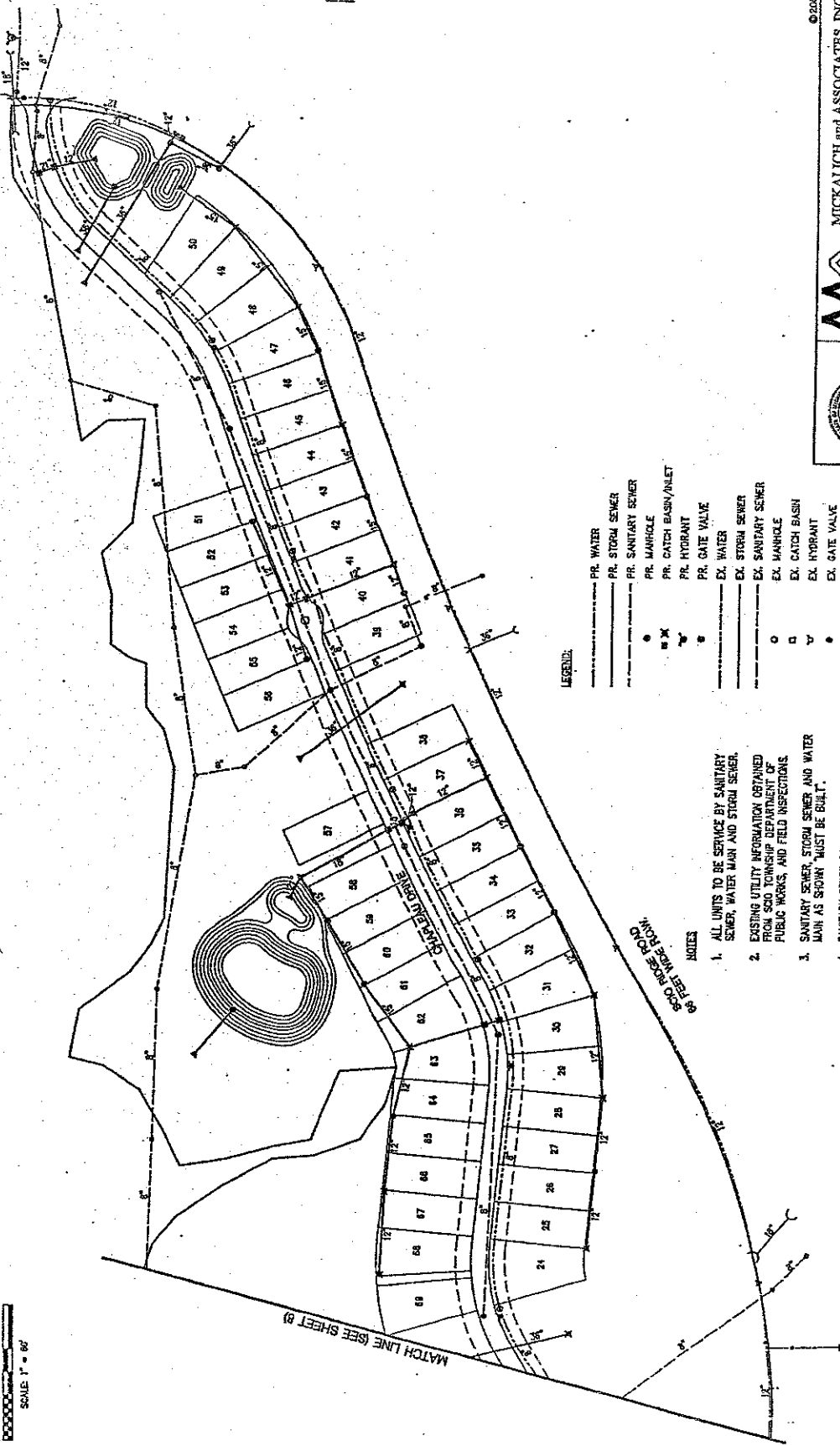
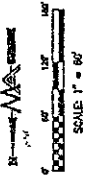
DATE: JULY 18, 2002

PROPOSED DATE: SEPTEMBER 20, 2001

SHEET 15 OF 18

UTILITY PLAN

DELOR HOMES-TOWNSHIP VILLAGE OF ANN ARBOR LTD



LEGEND:

- PR. WATER
- PR. STORM SEWER
- PR. SANITARY SEWER
- PR. MANHOLE
- PR. CATCH BASIN/INLET
- PR. HYDRANT
- PR. GATE VALVE
- EX. WATER
- EX. STORM SEWER
- EX. SANITARY SEWER
- EX. MANHOLE
- EX. CATCH BASIN
- EX. HYDRANT
- EX. GATE VALVE

NOTES

1. ALL UNITS TO BE SERVICE BY SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. EXISTING UTILITY INFORMATION OBTAINED FROM SOUTHERN POWER CORPORATION OF PUBLIC WORKS AND FIELD INSPECTIONS.
3. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN, MUST BE BUILT.
4. SANITARY SEWER SERVICE LEADS AND WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAWINGS.
5. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.

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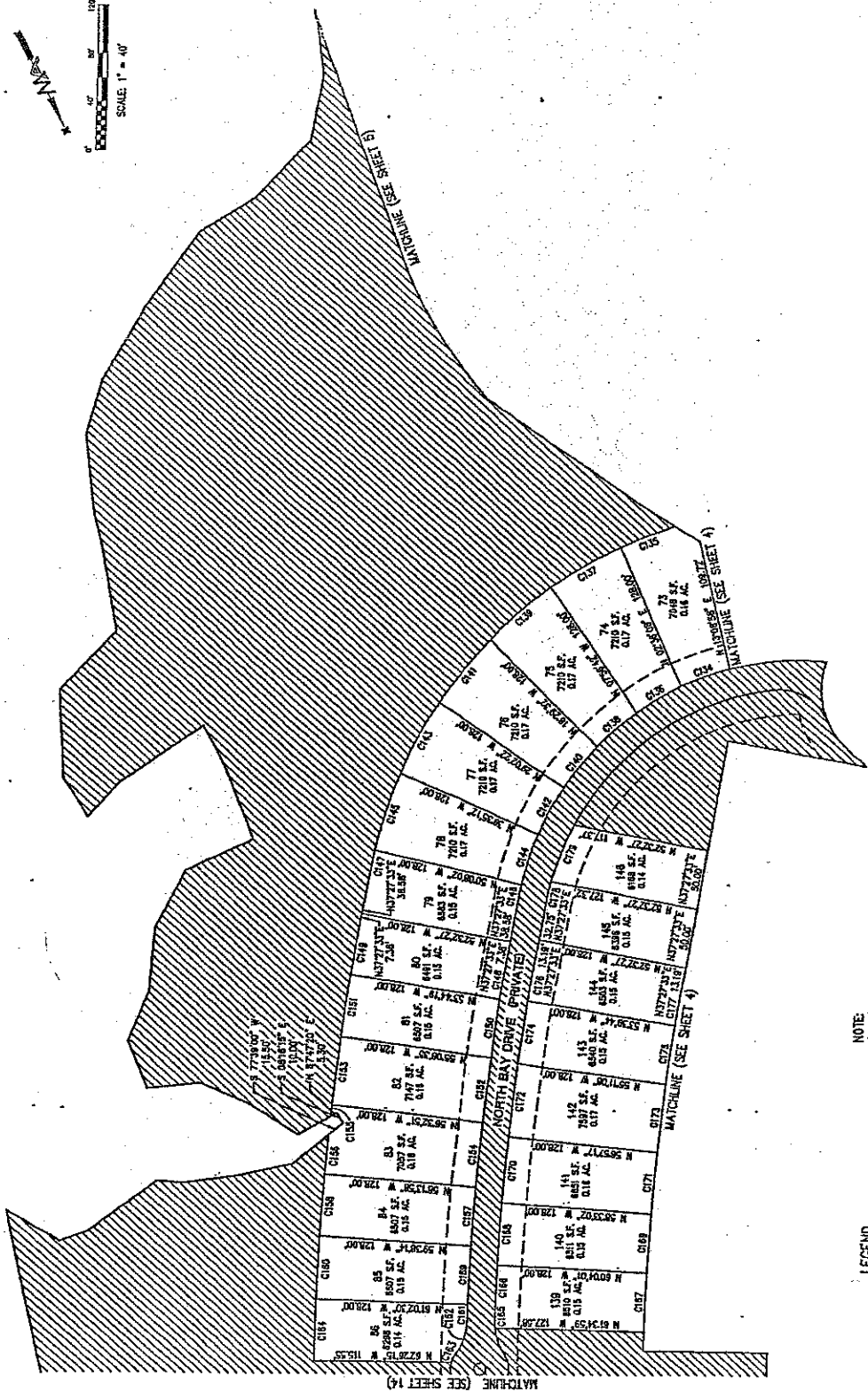
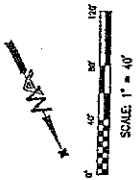
MA
MICALICH and ASSOCIATES, INC.
 PLANNERS
 2500 AVONDALE BLVD. SUITE 100
 INTERWAVE/MICALICH/COM PHASE 2/01 FAX 248 848-0070

OF AN ARBOR
 UTILITY PLAN
 BELCOR HOMES-HOMETOWN

HOMETOWN VILLAGE

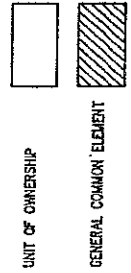
JULY 18, 2002
 SEPTEMBER 10, 2001

00268



NOTE: CURVE DATA SUPPLIED ON SHEET 15.

LEGEND



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MICKALICH and ASSOCIATES, INC.
 CIVIL ENGINEERING
 100 WEST 100TH STREET, SUITE 200
 INTERLAKEN, OHIO 44130
 PHONE: (440) 938-1100
 FAX: (440) 938-1101
 E-MAIL: MICKALICH@AOL.COM

CELANOVA VILLAGE
 UNIT 13
 430-348
 100 WEST 100TH STREET, SUITE 200
 INTERLAKEN, OHIO 44130
 PHONE: (440) 938-1100
 FAX: (440) 938-1101
 E-MAIL: MICKALICH@AOL.COM

PROJECT NO. 00268
 SHEET NO. 13

APPROVED DATE: JULY 16, 2002
 PROPOSED DATE: SEPTEMBER 20, 2001

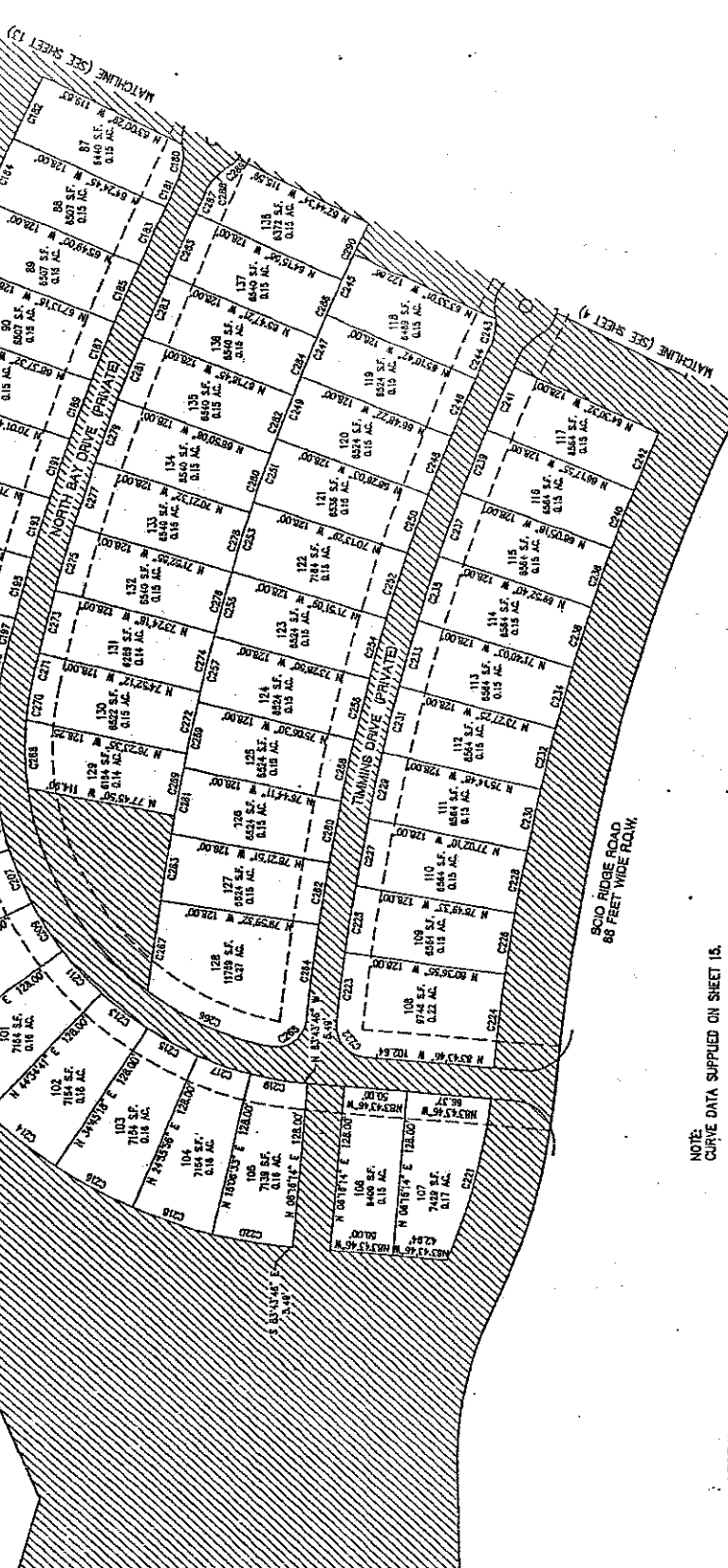
MICKALLICH and ASSOCIATES, INC.

 CIVIL ENGINEERING ARCHITECTURE PLANNING

 2885 AVON INDUSTRIAL DR. FREDERICKTOWN, MD 21033

 INTERSTATE HWY 404/1000 W. PHONE 410-326-1600 FAX 410-326-4075

 SCALES: 1" = 40'



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 CIVIL ENGINEERING ARCHITECTURE PLANNING
 2885 AVON INDUSTRIAL DR. FREDERICKTOWN, MD 21033
 INTERSTATE HWY 404/1000 W. PHONE 410-326-1600 FAX 410-326-4075

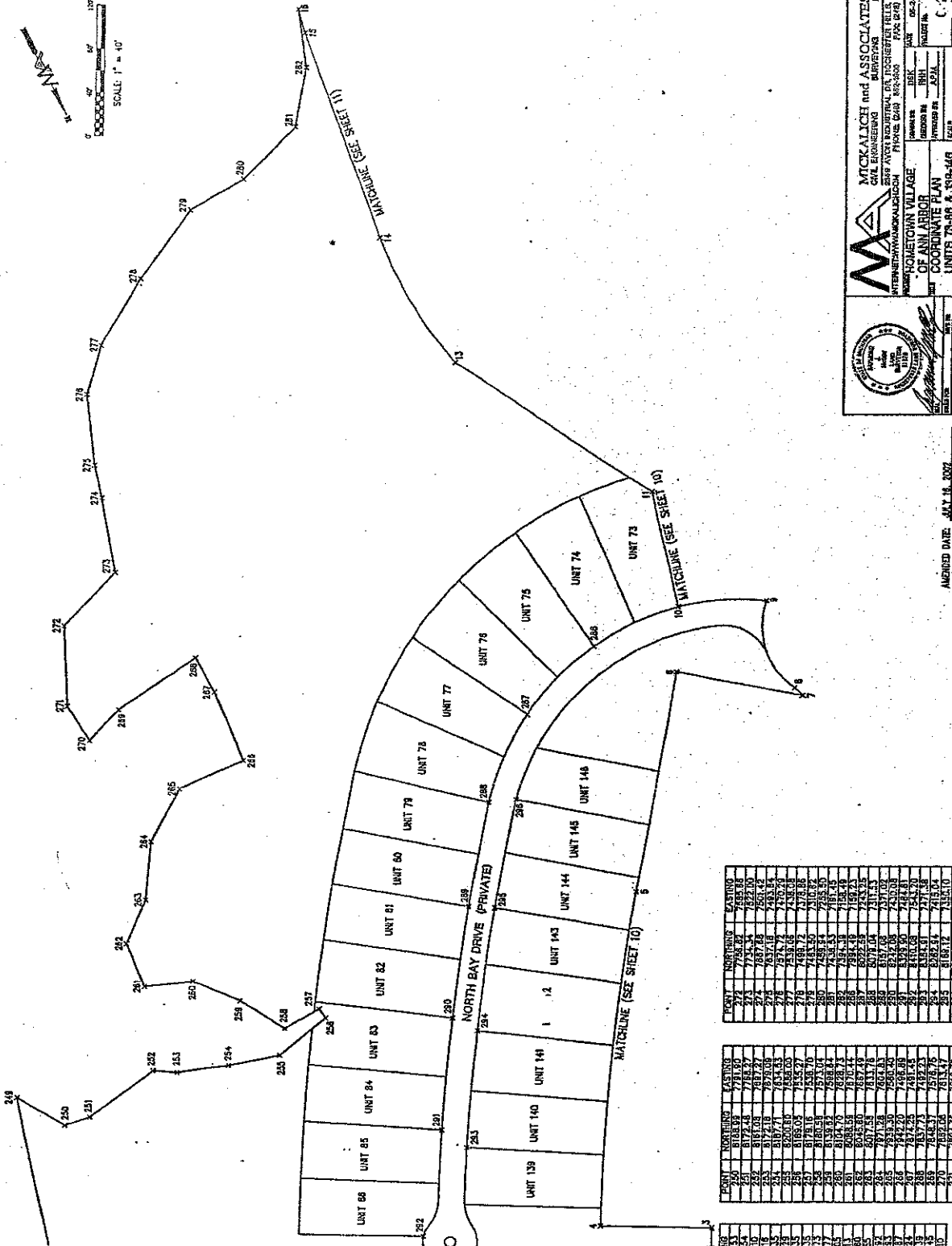
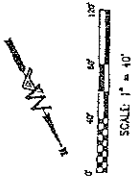
PROJECT NO.	00268
DATE	JULY 16, 2002
DRAWN BY	RMH
CHECKED BY	RMH
APPROVED BY	[Signature]
TITLE	SITE PLAN
PROJECT NAME	OF ANNATBOR
LOCATION	UNITS 87 - 88
OWNER	DELCOOR HOMES-HOUGHTOWN
SCALE	1" = 40'
SHEET NO.	11

AMENDED DATE: JULY 16, 2002
 PROPOSED DATE: SEPTEMBER 20, 2001

NOTE: CURVE DATA SUPPLIED ON SHEET 15.

LEGEND

	UNIT OF OWNERSHIP
	GENERAL COMMON ELEMENT



POINT	NORTHINGS	EASTINGS
1	854.33	258.35
2	852.61	277.54
3	851.45	292.10
4	850.78	301.85
5	850.59	306.55
6	850.86	308.19
7	851.58	306.45
8	852.78	301.35
9	854.44	293.85
10	856.54	284.15
11	859.06	272.45
12	861.98	258.85
13	865.29	243.45
14	868.98	226.35
15	873.03	207.65
16	877.43	187.45
17	882.16	165.85
18	887.21	142.95
19	892.57	118.75
20	898.23	93.35
21	904.18	66.75
22	910.41	39.05
23	916.91	10.35
24	923.67	-18.45
25	930.69	-47.15
26	937.95	-75.85
27	945.44	-104.55
28	953.15	-133.25
29	961.06	-161.95
30	969.16	-190.65
31	977.44	-219.35
32	985.89	-248.05
33	994.50	-276.75
34	1003.26	-305.45
35	1012.17	-334.15
36	1021.22	-362.85
37	1030.41	-391.55
38	1039.73	-420.25
39	1049.18	-448.95
40	1058.75	-477.65
41	1068.44	-506.35
42	1078.24	-535.05
43	1088.14	-563.75
44	1098.14	-592.45
45	1108.23	-621.15
46	1118.41	-649.85
47	1128.67	-678.55
48	1139.00	-707.25
49	1149.40	-735.95
50	1159.86	-764.65
51	1170.38	-793.35
52	1180.95	-822.05
53	1191.57	-850.75
54	1202.24	-879.45
55	1212.95	-908.15
56	1223.70	-936.85
57	1234.49	-965.55
58	1245.31	-994.25
59	1256.16	-1022.95
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61	1277.92	-1080.35
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63	1299.75	-1137.75
64	1310.68	-1166.45
65	1321.62	-1195.15
66	1332.57	-1223.85
67	1343.52	-1252.55
68	1354.48	-1281.25
69	1365.44	-1309.95
70	1376.40	-1338.65
71	1387.36	-1367.35
72	1398.31	-1396.05
73	1409.26	-1424.75
74	1420.21	-1453.45
75	1431.16	-1482.15
76	1442.11	-1510.85
77	1453.06	-1539.55
78	1464.01	-1568.25
79	1474.95	-1596.95
80	1485.89	-1625.65
81	1496.83	-1654.35
82	1507.77	-1683.05
83	1518.70	-1711.75
84	1529.63	-1740.45
85	1540.56	-1769.15
86	1551.48	-1797.85
87	1562.40	-1826.55
88	1573.31	-1855.25
89	1584.22	-1883.95
90	1595.13	-1912.65
91	1606.04	-1941.35
92	1616.94	-1970.05
93	1627.84	-1998.75
94	1638.74	-2027.45
95	1649.63	-2056.15
96	1660.52	-2084.85
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98	1682.29	-2142.25
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107	1779.92	-2403.75
108	1790.72	-2432.85
109	1801.51	-2461.95
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111	1823.06	-2520.15
112	1833.82	-2549.25
113	1844.57	-2578.35
114	1855.30	-2607.45
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127	1993.53	-2985.75
128	2004.07	-3014.85
129	2014.60	-3043.95
130	2025.11	-3073.05
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133	2056.54	-3160.35
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135	2077.40	-3218.55
136	2087.80	-3247.65
137	2098.18	-3276.75
138	2108.54	-3305.85
139	2118.88	-3334.95
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145	2180.50	-3509.55
146	2190.70	-3538.65

AMENDED DATE: JULY 11, 2022
 PROPOSED DATE: SEPTEMBER 30, 2021


MICKALICH and ASSOCIATES, INC.
 CIVIL ENGINEERING
 PLANNING
 2809 AVON ROAD, SUITE 100, ROCKHURST, GA 30087
 PHONE: (404) 982-5500 FAX: (404) 982-4670

MICKALICH

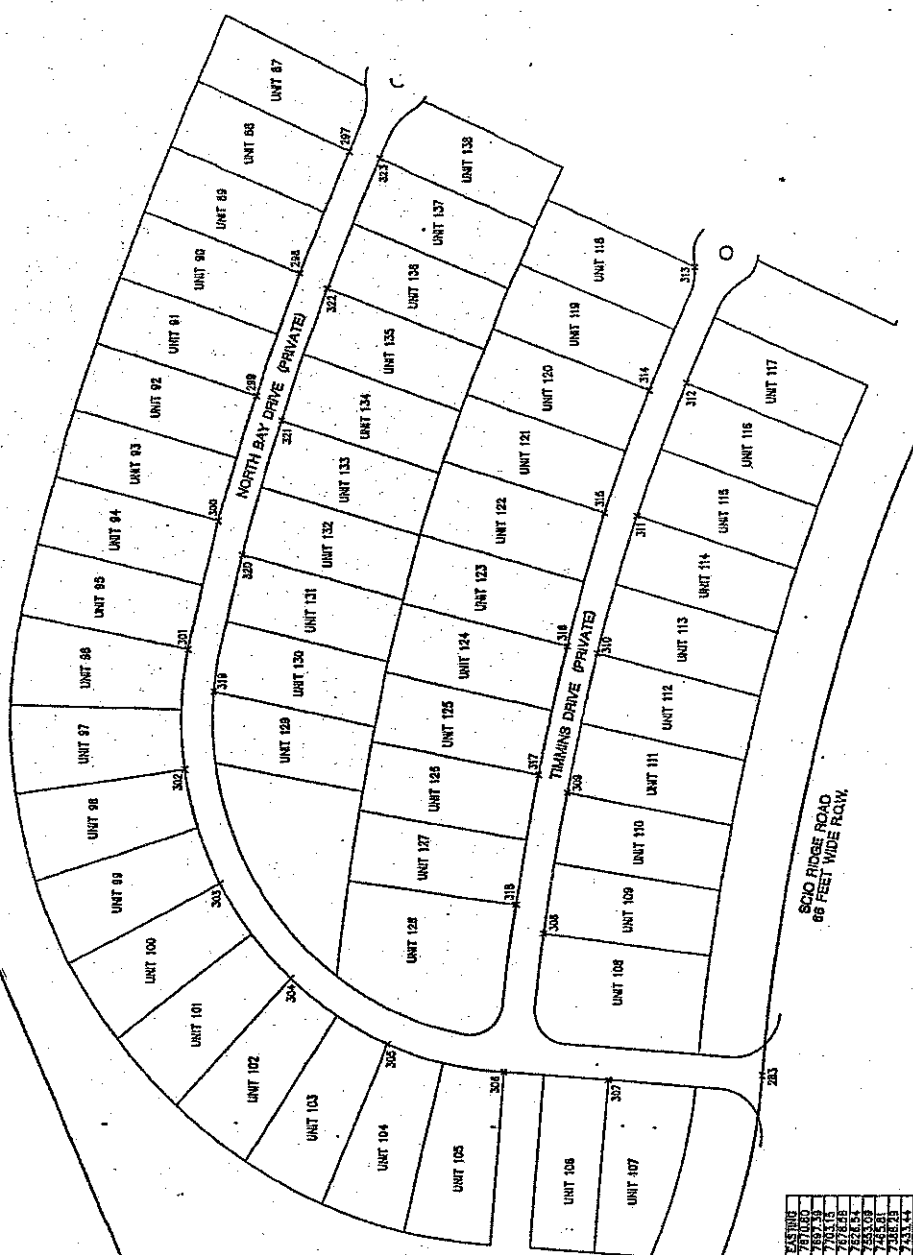
HOMETOWN VILLAGE
OF ANN ARBOR
COORDINATE PLAN
BELOW HOMES-HOMETOWN
VILLAGE OF ANN ARBOR, LTD.

DATE: 05-24-22
 SCALE: AS SHOWN
 SHEET NO.: C-268
 TOTAL SHEETS: 268

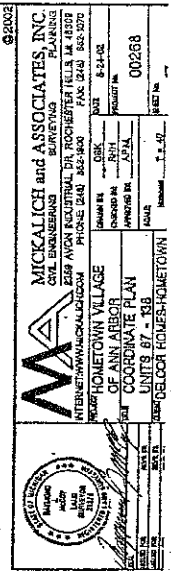
PROJECT NO.: 18737-21
 DRAWING NO.: 18737-21-02



 SCALE: 1" = 40'



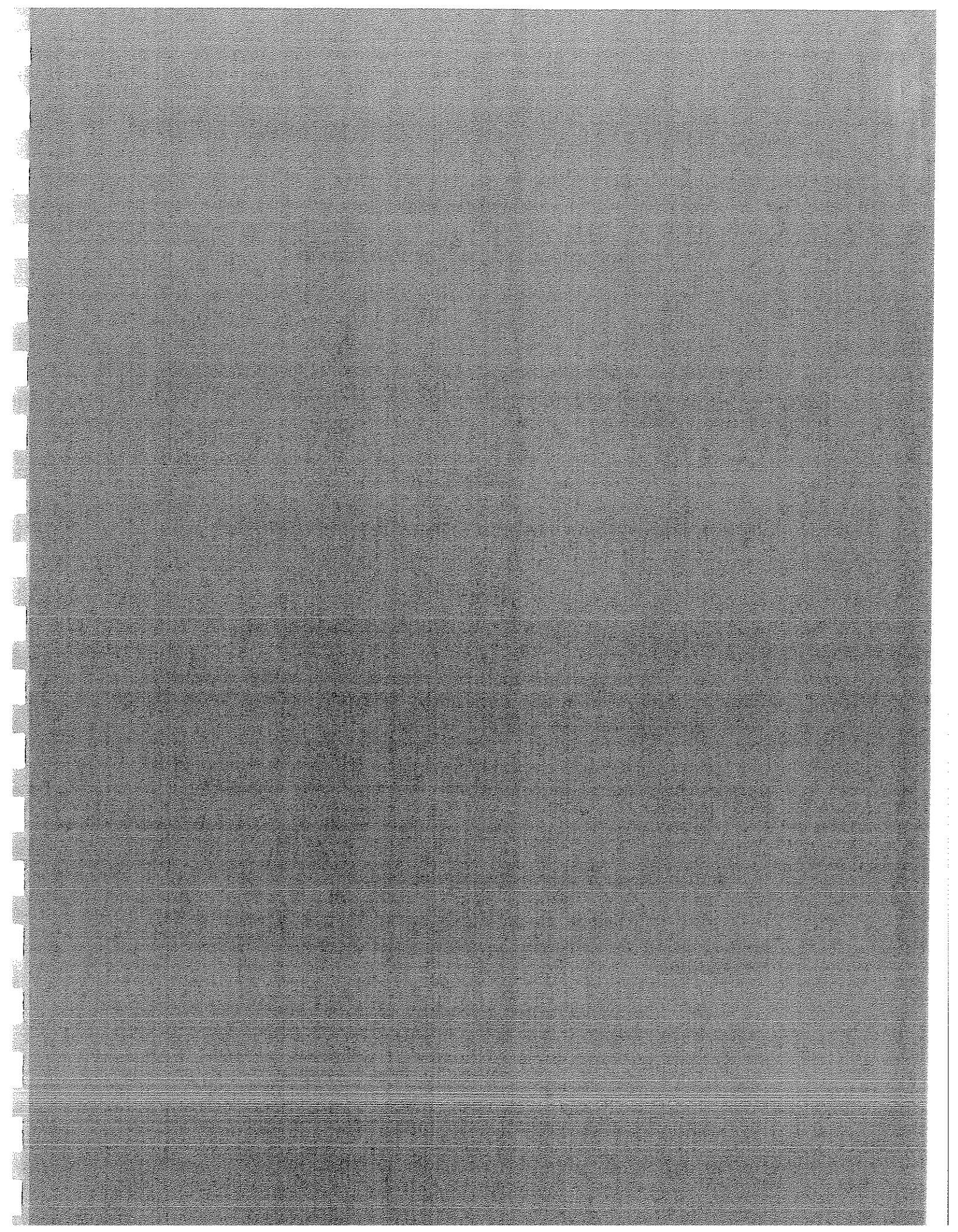
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 MICKALICH and ASSOCIATES, INC.
 CIVIL ENGINEERS
 2359 AVON SCULPTURAL DR. ROCHESTER HILLS, MI 48069
 INTERNET: WWW.MICKALICH.COM PHONE: (248) 845-9400 FAX: (248) 845-9770

PROJECT NO. 00268
 SHEET NO. 1 OF 1
 DATE: JULY 18, 2002

APPROVED DATE: JULY 18, 2002



HOMETOWN VILLAGE OF ANN ARBOR ASSOCIATION

NONPROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of Michigan of 1982, as follows:

ARTICLE I

The name of the Corporation is Hometown Village of Ann Arbor Association.

ARTICLE II

The purpose or purposes for which the Corporation is formed are as follows:

(a) To manage and administer the affairs of, and to maintain, Hometown Village of Ann Arbor, a site condominium (hereinafter referred to as the "Condominium") and the Common Elements thereof;

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

(c) To carry insurance and to collect and to 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;

(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 Corporation in furtherance of any of the purposes of the Corporation;

(g) To grant easements, rights-of-entry, rights-of-way, and licenses to,

through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;

(h) To borrow money and issue evidences of indebtedness in fulfillment of any and all of the purposes of the Corporation and to secure the same by mortgage, pledge, or other lien on property owned by the Corporation;

(i) To make and enforce reasonable rules, regulations, resolutions and policies concerning the use and enjoyment of the Condominium;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and regulations of this Corporation as may hereafter be adopted;

(k) To sue in all courts and participate in actions and proceedings, administrative, arbitrative or otherwise, subject to the express limitations of these Articles, and to defend in actions and proceedings as set forth in Article XI of these Articles;

(l) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 100, Public Acts of 1978, as amended;

(m) In general, to enter into any kind of activity; to make and perform contracts and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Said Corporation is organized upon a nonstock basis.

The amount of assets which said Corporation possesses is:

Real Property: None
Personal Property: None

Said Corporation is to be financed under the following general plan:

Assessment of Members owning Units in the Condominium.

The Corporation is organized on a membership basis.

ARTICLE IV

The address of the initial registered office is:

2195 S. Milford Road
Milford, MI 48381

The mailing address of the initial registered office is:

P.O. Box 308
New Hudson, MI 48165

The name of the initial resident agent at the registered office is:

Phillip W. McCafferty
2195 S. Milford Road
Milford, MI 48381

ARTICLE V

The name and business address of the incorporator is:

Phillip W. McCafferty
2195 S. Milford Road
Milford, MI 48381

ARTICLE VI

The name and address of the first Board of Directors is as follows:

Phillip W. McCafferty
2195 S. Milford Road
Milford, MI 48381

ARTICLE VII

The term of the corporate existence is perpetual.

ARTICLE VIII

The qualifications of members, the manner of their admission to the termination of membership, and voting by such members shall be as follows:

- (a) Each Owner (including the Developer) of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be a member of the Corporation until such time as the Condominium is established and an owner qualifies as a member; provided that such director's termination as a director shall not affect his status as director.
- (b) Membership in the Corporation shall be established by the acquisition of fee simple title to a Unit in the Condominium and by recording with the Recorder of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence satisfactory to the Corporation (except that the Developer of the Condominium becomes a member immediately upon establishment of the Condominium), the prior Owner thereby becoming a member of the Corporation, and the membership of the prior Owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except in connection with the member's Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

ARTICLE IX

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of 1982, as amended, is not personally liable to the Corporation or its members for damages for a breach of the director's fiduciary duty. However, this provision shall not limit the liability of a director for any of the following:

- (a) A breach of the director's duty of loyalty to the Corporation or its members.
- (b) Acts or omissions not in good faith or that involve intentional or negligent misconduct or a knowing violation of the law.
- (c) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.
- (d) A transaction from which the director derived an improper personal benefit.

benefit.

- (e) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer if all of the following are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of her or her authority.
- (b) The volunteer was acting in good faith.
- (c) The volunteer's conduct did not amount to gross negligence and wanton misconduct.
- (d) The volunteer's conduct was not an intentional tort.
- (e) The volunteer's conduct was not a tort arising out of the maintenance, or use of a motor vehicle for which which tort liability may be provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Section 3. If the Michigan Nonprofit Corporation Act is amended to eliminate the liability of a volunteer director or nondirector volunteer, then a volunteer director or nondirector volunteer shall not be liable to the Corporation or its members as provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article shall have any effect on the liability of any volunteer director or nondirector volunteer of the Corporation with respect to any act or omission of such volunteer director or nondirector volunteer of the Corporation such as amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE X

Any action which may be taken at a meeting of the members of the Corporation (election or removal of directors) may be taken without a meeting by written ballot or in the Bylaws for the Corporation. Ballots shall be solicited in the same manner as provided in the Bylaws for the Corporation. Such solicitation 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 or 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 number of ballots 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.


ARTICLE XI

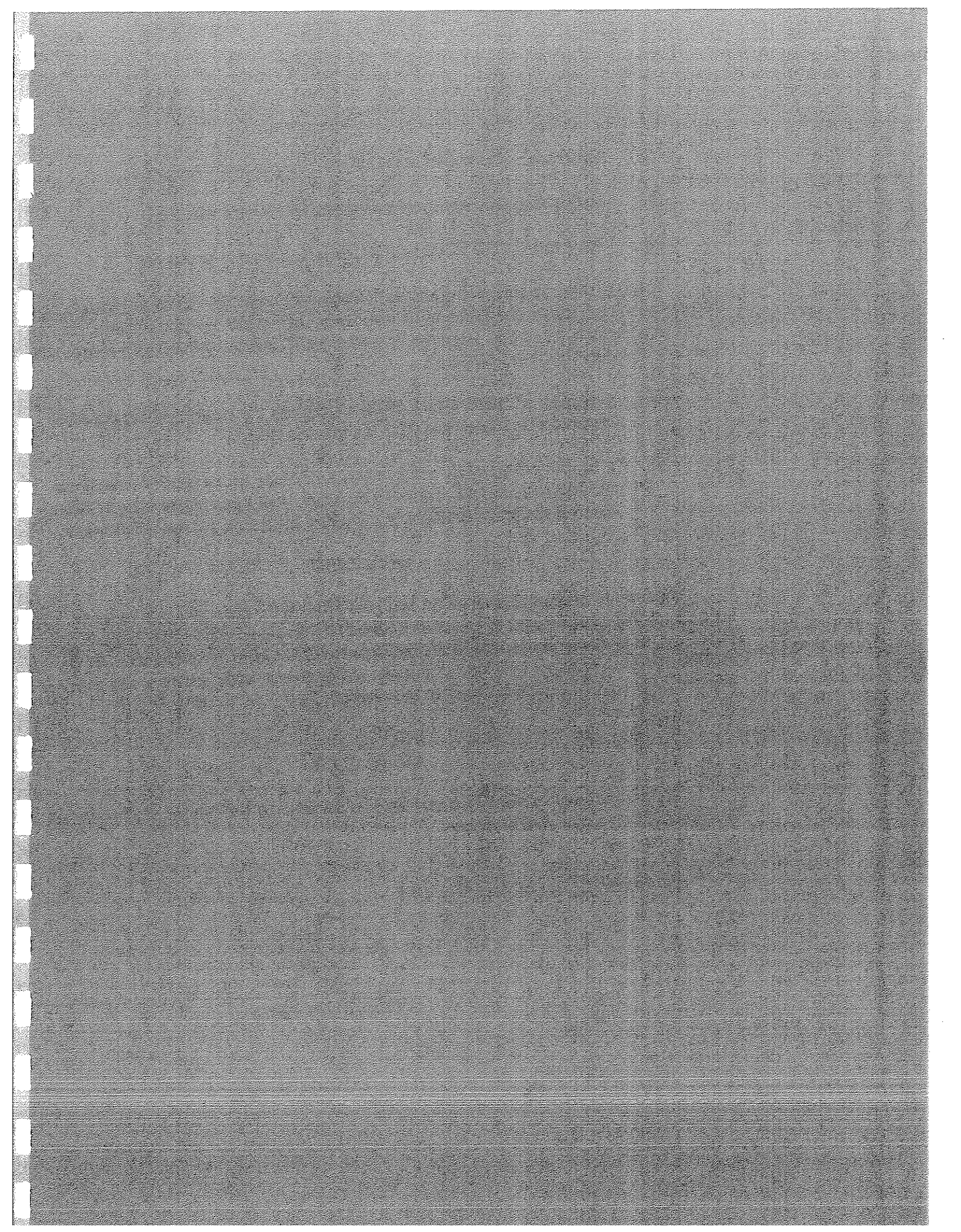
In order to insure that such action has the support of the majority of the members, any action proposed by the Board of Directors on behalf of the Corporation to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Corporation, for any reason shall be subject to approval by a vote of fifty-one (51%) percent of all members, and notice of such proposed action must be given in writing to all members.

ARTICLE XII

These Articles of Incorporation may only be amended by the consent of sixty-six and two thirds (66-2/3%) percent of all members.

Signed this 19th day of November, 2001.


 Phillip W. McCafferty



DISCLOSURE STATEMENT

HOMETOWN VILLAGE OF ANN ARBOR

SCIO TOWNSHIP, WASHTENAW COUNTY, MICHIGAN

Hometown Village of Ann Arbor is a site condominium consisting of one hundred forty-six (146) Condominium Units. Each Condominium Unit constitutes a separate building site which resembles a platted lot.

**Delcor Homes – Hometown Village of
Ann Arbor, Ltd.
a Michigan corporation
P.O. Box 308
New Hudson, MI 48165
(248) 684-1234**

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

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

HOMETOWN VILLAGE OF ANN ARBOR

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I. INTRODUCTION

Delcor Homes – Hometown Village of Ann Arbor, Ltd., a Michigan corporation, is the Developer, (hereinafter “Developer”) of Hometown Village of Ann Arbor. This Disclosure Statement, together with the copies of legal documents required for the creation and operation of the Project, are furnished to each Purchaser pursuant to the requirements of Michigan law that the developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

A condominium development in Michigan is governed largely by Statute, that is, by Act 59 of the Public Acts of 1978 (The Condominium Act). The Corporation, Securities and Land Development Bureau of the Michigan Department of Labor and Economic Growth administers the law under which condominium projects are developed in this State.

II. THE CONDOMINIUM CONCEPT

Hometown Village of Ann Arbor is a residential site condominium. A condominium is a form of real property. A Condominium Unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased subject only to such restrictions as are contained in the condominium documents.

Each Co-owner of a Unit owns his or her Unit. Each Co-owner owns, in addition to his or her Unit, an undivided interest in the common facilities (“Common Elements”) which service the Project. Title to the Common Elements is included as part of and is inseparable from title to the individual Condominium Unit. Each Co-owner’s proportionate share of the Common Elements is determined by the percentage of value assigned to his or her Unit in the Master Deed described in Section IV of this Disclosure Statement.

Each Co-owner will receive a deed to his or her individual Condominium Unit. The deed will convey marketable title to the Unit to the Co-owner together with an undivided interest in the Common Elements.

All portions of the Project not included within the Units constitute the Common Elements. The Limited Common Elements are those Common Elements which are set aside for use by less than all Unit owners. General Common Elements are all Common Elements other than Limited Common Elements.

The management and administration of the Condominium is the responsibility of the condominium association, which is a nonprofit corporation of which all owners of Condominium Units automatically are members. One of the primary responsibilities of the Board of Directors of any condominium association is to enforce the provision requiring each Co-owner to pay monthly assessments to the association to meet expenses of administration of the Condominium. Pursuant to the provisions of Michigan Law and the condominium documents, such assessments constitute a lien against the Co-owner’s Unit and in the event the Co-owner fails to pay the

assessments attributable to his or her Unit, the Board of Directors of the association may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the condominium documents, including the restrictions on the use of the condominium premises as set forth in the condominium documents, and is given broad remedial rights in the event that such provisions are violated, including the right to sue for money damages and for injunctive relief.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit in the Project. The separate taxes and assessments cover the Unit and its proportionate share of the Common Elements. In the year in which the Project is established, the taxes and assessments for the Units covered by the Master Deed are billed to the Association and are paid by the owners of such Units in proportion to the percentages of value assigned to the Units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each Purchaser is urged to carefully review all of the documents contained in the Hometown Village of Ann Arbor Information Booklet as well as any other documents that have been delivered to the Purchaser in connection with this development. Any Purchaser having questions pertaining to the legal aspects of the Project is advised to consult his or her own attorney or other professional advisor.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT

A. Size, Scope and Physical Characteristics of the Project. Hometown Village of Ann Arbor is a site condominium development which consists of one hundred forty-six (146) separate building sites, each of which constitutes a separate Condominium Unit. Individual detached conventional type single family residences will be built on and within the borders of each Condominium Unit. The Condominium Unit as it appears in Exhibit "B" to the Master Deed resembles a conventional platted building site.

The Units in Hometown Village of Ann Arbor consist only of the individual Condominium Units within which each residence is to be located. The Common Elements do not include the residential dwelling structures and other improvements located within the Condominium Units. Each Co-owner holds an absolute and undivided title to his or her Condominium Unit and to the dwelling and other improvements located within the boundaries of the Unit.

The dwellings are contained within the boundaries of each Unit, and each Co-owner is responsible for the maintenance, repair and replacement of the residential structure and all other improvements located within the boundaries of the Unit, including the driveways. The Co-owners are responsible for lawn mowing and the maintenance of landscaping and snow removal within the boundaries of their respective Units.

Each Co-owner is also responsible for lawn mowing and the maintenance of landscaping in the yard area within the road right of way and for snow removal for the sidewalk within the road right of way. Reference should be made to Article IV of the Master Deed, which details the maintenance and repair obligations of the Co-owners.

If a Co-owner fails to perform maintenance and/or repair of the residential structure or lawn and/or landscaping within the boundaries of his or her Unit, in accordance with the Bylaws (Exhibit A to the Master Deed), the Condominium Association may perform such maintenance and/or repair and collect such costs from the responsible Co-owner as part of the Condominium assessments. If deemed necessary, in the Association's sole discretion, the Association may tap into the water spigot located within any Unit to facilitate the maintenance of landscaping and lawns within the Unit.

B. Structures And Improvements Which Must Be Built And Which Need Not Be Built. The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed), as either "must be built" or "need not be built". All structures and improvements in the Condominium have been labeled "must be built". The Developer must construct all structures and improvements which are labeled "must be built".

The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements which are labeled "must be built".

C. Escrow Arrangement. The Developer has entered into an escrow arrangement with Transnation Title Insurance Company, through its representative, Metropolitan Title Company ("Escrow Agreement"); which provides that all deposits for the purchase of Condominium Units made under Purchase and Building Agreements shall be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any Purchaser who withdraws from a Purchase and Building Agreement in accordance with the Purchase and Building Agreement. Such a withdrawal is permitted by each Purchase and Building Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium documents are changed in a way that materially reduces a Purchaser's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the Purchaser defaults in any obligation under the Purchase and Building Agreement after the Purchase and Building Agreement has become binding upon the Purchaser. The Escrow Agreement also provides that deposits will be released to the Developer when (a) the closing of the sale takes place and (b) a Certificate of Occupancy is issued if required by local ordinance, and (c) if any improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are labeled "must be built", the escrow agent has received certification from an engineer or architect that such improvements are substantially complete.

D. Reserved Rights of Developer, its Successors and Assigns. Article IX of the Master Deed sets forth certain reservation of rights and/or easements. These include, without limitation:

(1) **Easement for Use of Roads and Walkways.** The Developer has reserved easements for unrestricted use of all roads and walkways in the Condominium.

(2) **Easement for Use of Utility Lines.** The Developer has reserved perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium.

(3) **Dedication of Private Roads and Utility Lines.** The Developer has reserved the right at any time during the Construction and Sales Period to dedicate any private roadways designated as General Common Elements to the public for purposes of creating public roads. The Developer has also reserved the right, during the Construction and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies.

(4) **Storm Water Drainage Easement.** The Condominium is subject to easements for storm water drainage as set forth in Exhibit "B" to the Master Deed.

(5) **Conduct of Commercial Activities.** The Developer has reserved the right to maintain an office in Hometown Village of Ann Arbor to conduct commercial activities, together with a sales office, business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium as may be reasonable to enable development, sale and operation until the last Unit is sold in Hometown Village of Ann Arbor. During this period of time, the Developer or its affiliates may use such offices and other areas to sell other property off-site.

(6) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from Co-owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of a Co-owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without the approval of the Developer. See, in general, Article XIII of the Master Deed.

(7) **Easements.** The Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

(8) **Scio Ridge Land Conservancy Easement.** The Condominium Project is subject to, and is benefited by, easements contained in a certain Agreement for Maintenance and Use of Common Area, recorded in Liber 3424, Pages 209-240, Washtenaw County Records. These easements include an easement for storm water drainage and retention on the "Common Area" administered by the Scio Ridge Land Conservancy, a sanitary sewer easement in the "Common Area" administered by the Scio Ridge Land Conservancy, a sanitary sewer easement in the "Common Area", and a pedestrian pathway on and adjacent to the Common Area benefiting the owners of this Condominium and the owners of all other Parcels benefited by the Agreement for Maintenance and Use of Common Area. All owners of such other Parcels, and

the public, shall have easements of access to such pedestrian pathway over the sidewalks of this Condominium. The Association is required to pay the Condominium Project's proportionate share of expenses for maintenance, repair, replacement and administration of the "Common Area" in accordance with the Agreement for Maintenance and Use of Common Area. Such proportionate share shall be treated as expenses of administration of this Condominium.

E. Utilities. Hometown Village of Ann Arbor is served by public water, sanitary sewers and other utilities, and is subject to all utility easements of record.

IV. LEGAL DOCUMENTATION

A. General. Hometown Village of Ann Arbor has been established as a Condominium Project pursuant to the Master Deed recorded in the Washtenaw County Register of Deeds and contained in the Purchaser Information Booklet for Hometown Village of Ann Arbor. The Master Deed includes the Condominium Bylaws as Exhibit "A" and the Condominium Subdivision Plan as Exhibit "B".

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the Project, the percentage of value assigned to each Unit in the Project, a general description of the Units and Common Elements included in the Project and a statement regarding the relative responsibilities for maintaining the Common Elements. Article IX of the Master Deed covers Easements and Article XIII reserves in favor of the Developer the right to amend the Condominium documents to make immaterial changes therein, to provide for the correction of errors and to comply with the requirements of certain lending institutions.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the Condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the Condominium Project. Article VI contains certain restrictions upon the ownership, occupancy and use of the Condominium Project. Article VI also contains provisions permitting the adoption of rules and regulations governing the Common Elements. Rules and regulations have been adopted for the collection of Condominium assessments and for the enforcement of Bylaw restrictions.

The building and use restrictions applicable to homes to be constructed within the Condominium development are contained in Article VII of the Bylaws.

The Bylaws contain provisions applicable to the operation and management of the Condominium Project by the Condominium Association. A discussion of those provisions of the Bylaws is contained in Section VII of this Disclosure Statement.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a survey depicting the physical location and boundaries of each of the Units and all of the Common Elements in the Project.

V. WARRANTY/DISPUTE RESOLUTION

Express warranties are not provided unless specifically stated in the Purchase and Building Agreement. Each Purchase and Building Agreement with Delcor Homes – Hometown Village of Ann Arbor, Ltd., provides that at closing, the Developer will give a Limited Warranty with regard to the residential structure erected within the Condominium Unit. The terms of the Limited Warranty are detailed in the Limited Warranty contained in the Purchaser Information Booklet.

All disputes between Purchasers and the Developer are required to be submitted to mediation and, if that fails, to binding arbitration. Reference should be made to the Purchase and Building Agreement and to the provisions of the Limited Warranty in this respect. All claims against the Developer are required to be filed within 18 months of closing, or else be forever barred.

VI. THE DEVELOPER AND ITS AFFILIATES.

The Developer, Delcor Homes – Hometown Village of Ann Arbor, Ltd., a Michigan corporation, P.O. Box 308, New Hudson, Michigan 48165, has had no prior experience with Condominium development.

Sales of Condominium Units at Hometown Village of Ann Arbor will be handled by Realty Services of America, Inc. Realty Services of America, Inc. has previous experience in selling condominium units in the following residential site condominium projects:

Country French Estates – Scio Township, Washtenaw County, Michigan
Villas of Oak Pointe – Genoa Township, Livingston County, Michigan
Hometown Village at Waterstone – Oxford Township, Oakland County, Michigan
Hometown Village of Marion – Marion Township, Livingston County, Michigan
Uptown Village – City of Milan, Washtenaw County, Michigan
The Estates of Metamora Country Club – Metamora Township, Lapeer County, Michigan
Country Cottage Estates – Grand Blanc Township, Genesee County, Michigan

The Developer is not presently aware of any pending judicial or administrative proceedings involving the Condominium Project or substantially affecting Developer.

VII. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT

A. The Condominium Association. The ultimate responsibility for management and maintenance of the Condominium Project is vested in Hometown Village of Ann Arbor Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation and Bylaws of the Association are contained in the Purchaser Information Booklet and govern the procedural operations of the Association. The Association is

governed by its Board of Directors whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Condominium Bylaws. An Advisory Committee of non-Developer Co-owners has been established pursuant to the Condominium Bylaws. The Advisory Committee will meet with the Developer-designated Board of Directors to facilitate communication and aid in the transition of control of the Association to the Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-Developer Co-owners.

Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five (25%) percent of the total Units that may be created in this Condominium, at least one Director and not less than twenty-five (25%) percent of the total Board of Directors of the Association will be elected by non-Developer Co-owners. Not later than one-hundred-twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent of the total Units that may be created in this Condominium, not less than one-third (1/3) of the Board of Directors will be elected by the non-Developer Co-owners. Not later than one-hundred-twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units that may be created and before conveyance of ninety (90%) percent of such Units, the non-Developer Co-owners will elect all Directors to the Board except that the Developer shall have the right to designate at least one (1) Director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Project, or as long as ten (10%) percent of the Units remain that may be created.

Notwithstanding the foregoing formula, fifty-four (54) months after the conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-owners have the right to elect, as provided in the Condominium documents, a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium documents, a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase but may not reduce the minimum election and designation rights otherwise established above. Application of this section does not require a change in the size of the Board as determined in the Condominium documents.

B. Percentages of Value. The percentages of value for Condominium Units in Hometown Village of Ann Arbor are computed on the basis of assigning an equal allocation for percentage of value applicable to each Unit. Each Condominium Unit has been assigned an equal percentage of value. The percentage of value applicable to each Condominium Unit is set forth in Article V of the Master Deed. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements and the proportionate share of each respective Co-owner in the proceeds and expenses of administration. Each Co-owner shall be entitled to one vote at meetings of the Association for each Condominium Unit owned. The percentage of value allocated to each Condominium Unit may

be changed by the Developer without consent of any Co-owner for the purpose of expanding the size of the Condominium development in accordance with the provisions of Article VIII of the Master Deed. In all other events, the percentage of value allocated to each Condominium Unit may be changed only by unanimous consent of all Co-owners expressed in an amendment to the Master Deed duly approved and recorded.

C. Project Finances.

(1) **Budget.** Article II of the Condominium Bylaws requires the Board of Directors to adopt an annual budget for the operation of the Project. The initial budget for the Project was formulated by the Developer and was intended to provide for the normal and reasonably predictable expenses of administration of the Project, and included a reserve for replacement of major structural and other components of the Project in the future. Inasmuch as the initial budget was necessarily prepared prior to commencement of operation of the Project, it reflected the estimates of expenses made by the Developer based in part upon bids and in part upon the estimates of others. To the extent that estimates proved inaccurate during actual operations and to the extent that the goods and services necessary to service the Condominium Project changed in cost, the budget and the expenses of the Association required upward revision. In this respect, it is normal for the Association expenses to increase on a regular basis.

THE CURRENT BUDGET FOR THE ASSOCIATION IS ATTACHED TO THE END OF THIS DISCLOSURE STATEMENT AS EXHIBIT "A". THE CURRENT BUDGET WAS FORMULATED BASED UPON PREVIOUS EXPERIENCE ADMINISTERING THE CONDOMINIUM BUT IT MUST BE REMEMBERED THAT THE BUDGET IS ONLY AN ESTIMATE OF THE EXPENSES WHICH MIGHT BE INCURRED IN ADMINISTERING THE CONDOMINIUM IN THE FUTURE. THE ACTUAL EXPENSES OF ADMINISTRATION MAY BE SUBSTANTIALLY DIFFERENT AND MAY RESULT IN INCREASED ASSESSMENTS FOR THE CO-OWNERS. THE DEVELOPER DOES NOT REPRESENT OR WARRANT THE ACCURACY OF THE CURRENT BUDGET AND NO REPRESENTATIONS OR WARRANTIES ARE TO BE CONSTRUED FROM ANY PORTION OF THE CURRENT BUDGET.

(2) **Assessments.** Except as set forth below with respect to the Developer, each Co-owner of a Unit included within the Project must contribute to the Association in proportion to the percentage of value assigned to the Unit(s) owned by him or her to defray expenses of administration. The Condominium assessments which are charged to the Co-owners are based upon the annual budget of the Association. The Association's only source of revenue to fund its budget is by the assessment of its members. Each Co-owner must pay to the Association an annual assessment which is determined by dividing the projected budget by the Co-owner's percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each Co-owner in twelve (12) equal monthly installments.

Because the day-to-day operation of the Condominium is dependent upon the availability of funds, it is important that each Co-owner pay his or her assessment in a timely manner. Assessments shall be due on a date determined by the Board of Directors of the Association. In

the event that a Co-owner fails to pay this amount in a timely manner, the Bylaws provide that the Condominium Association may impose a lien upon a delinquent Co-owner's Unit, collect interest at the highest rate allowed by law on delinquent assessments, and impose late charges and collection costs, including a reasonable attorney fee. Article II of the Bylaws should be consulted for further details.

Each Co-owner may be required to pay special or additional assessments, if special or additional assessments are either levied by the Board of Directors of the Association or, if applicable, approved by the Co-owners in accordance with the Bylaws. Special or additional assessments may be levied in the event that, among other things, the regular assessment should prove inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. Any special or additional assessment would be allocated to the Co-owners in accordance with the percentages of value stated in the Master Deed. In the event that an unusual expense benefits less than all of the Units in the Condominium, the expense may be assessed against those Units which are specially benefited by the expense and shall be shared equally by those Units. Article II of the Bylaws should be examined for further details about special and additional assessments and the sharing of unusual expenses of administration.

The Developer shall only be responsible for payment of full regular Association assessments with respect to completed and occupied Units that it owns. A "completed Unit" is one with respect to which a Certificate of Occupancy has been issued by Scio Township, or its designate. The Developer shall not be responsible whatsoever to the Association for any payments in connection with unbuilt Units. The Developer shall independently pay all direct costs of maintaining Units for which it is not responsible to pay the regular maintenance assessments.

Each Co-owner must also pay other charges in connection with his or her ownership of a Unit in the Condominium. For example, each Co-owner will be responsible for paying his or her respective water and sewer assessments as are levied against the respective Condominium Units by pertinent governmental authority. Also, each Co-owner will be responsible for paying real estate taxes levied on his or her Unit and his or her undivided interest in the Common Elements. The amount of the taxes will be determined by the assessor for Scio Township. The Condominium Association will pay no real estate taxes; however, if, after closing, the real property tax bills relative to the Condominium property have not yet been split into separate tax bills for each Condominium Unit by the local tax assessor, the Condominium Association may require the Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's percentage of value share of the estimated real estate taxes with respect to the Condominium which will next fall due.

(3) Possible Additional Liability. Pursuant to the Condominium Act, each Purchaser is advised of the following possible liability of each Co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a Condominium Unit obtains title to that Unit by foreclosing that mortgage, the holder of the first

mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all Unit owners including the holder of the first mortgage who has obtained title to the Unit through foreclosure.

D. Condominium Association Management Contract. The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the Condominium. The Association has entered into a contract with Midwest Management Company to manage the Condominium. Midwest Management Company manages more than 25,000 condominium and multi-family units in six states.

E. Insurance

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

(2) Other Insurance. The Condominium Documents require that the Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, liability insurance, officers' and directors' liability insurance, and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Condominium. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors of the Association is responsible for obtaining insurance coverage for the Association. Each Co-owner's pro rata share of the annual Association insurance premiums is included in the regular assessment. The Association's insurance policies are available for inspection during normal working hours.

The master insurance policy carried by the Association names the Condominium Association as the insured. In the event of any casualty affecting the Common Elements of the Condominium, insurance proceeds would be paid to and administered by the Condominium Association in accordance with the provisions of the Bylaws. The insurance coverage carried by the Condominium Association does not cover the individual Units, the residential dwelling structures constructed thereon, any improvements constructed within the Unit, or any personal property of any Co-owner.

EACH CO-OWNER IS RESPONSIBLE FOR OBTAINING INSURANCE COVERAGE WITH RESPECT TO THE RESIDENTIAL DWELLING, INTERIOR AND EXTERIOR, AND ON ALL OTHER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED WITHIN

THE UNIT PERIMETER, AND FOR PERSONAL PROPERTY, WHETHER LOCATED WITHIN OR OUTSIDE THE PERIMETER OF HIS OR HER UNIT, AS INDICATED IN ARTICLE IV OF THE BYLAWS, AND FOR LIABILITY FOR INJURY WITHIN HIS OR HER UNIT.

A copy of the Certificate of Insurance with respect to the Condominium will be furnished to each Co-owner upon closing the sale of his or her Unit. The Association should periodically review all of its insurance coverage to be assured of its continued adequacy and Co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI and Article VII of the Condominium Bylaws contain comprehensive restrictions on the use of the Condominium Units and the Common Elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a Purchaser. Consequently, each Purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the restrictions:

Residential Use. No Unit in the Condominium shall be used for other than a single-family residence.

Vehicles and Temporary Structures. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, all terrain vehicles, motorcycles or vehicles other than automobiles or vehicles used primarily for general personal transportation may be parked or stored upon the premises of the Condominium. No structure of a temporary character or trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently.

Basketball Hoops. Only temporary basketball hoops are permitted and must be stored in the garage when not in use.

Patios and Decks. Patios and decks shall be permissible, subject to standards as the Architectural Control Committee may, from time to time, specify. Written approval by the Developer and the Architectural Control Committee must be obtained prior to constructing any patio, deck or structure. All submitted plans for any patio, deck or structure must include landscaping and/or shrubbery surrounding the structure.

Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling or structure on any Unit. Satellite dish antennas and ground television antennas must be approved by the Architectural Control Committee prior to installation. A plan designating the size and location must be submitted for approval.

Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets for domestic purposes only, and

such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever. Article VI, Section 5 of the Condominium Bylaws should be reviewed for further restrictions on pets.

Physical Changes. There are substantial limitations upon improvements and physical changes that may be made within the boundaries of a Condominium Unit and elsewhere on the Common Elements. Written approval by the Developer and the Architectural Control Committee must be obtained before any structure or improvement may be erected, or sought or placed upon or in any Unit, or before altering or modifying any structure or improvement upon or in any Unit (except for interior modifications of residences), or before modifying the grade of the Unit or any Common Element. Written permission by the Board of Directors of the Association must be obtained prior to erecting or maintaining commercial signs on any Unit. Written approval by the Architectural Control Committee must be obtained prior to performing any landscaping or planting any trees, shrubs or flowers within a Unit. Dog kennels or runs or other enclosed shelters for permitted animals must be constructed or landscaped in such a manner so as to be an integral part of the residence. No above-ground swimming pool shall be erected or maintained on or in any Unit. The Purchaser should carefully review the Purchase and Building Agreement, and Article VII of the Bylaws and the other provisions of Article VI of the Bylaws with respect to such restrictions.

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

Rules And Regulations. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of the Condominium without the vote of the Co-owners. The Co-owners may revoke any rules and regulations adopted by the Board of Directors of the Association upon a vote of fifty-one (51%) percent of all of the Co-owners.

None of the restrictions apply to the commercial activities or signs of Delcor Homes – Hometown Village of Ann Arbor, Ltd.

VIII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNERS

A. Before Closing. Ownership of the Condominium Unit remains with Delcor Homes – Hometown Village of Ann Arbor, Ltd., until the closing. Accordingly, to properly facilitate the orderly and prompt completion of construction, Delcor Homes – Hometown Village of Ann Arbor, Ltd., reserves the right to restrict access by the Purchaser to a Unit under construction during the construction period and to establish reasonable rules and regulations applicable thereto.

B. At Closing. Each Purchaser will receive by warranty deed fee simple title to his or her Unit subject to no liens or encumbrances other than the Condominium documents and those

other easements and restrictions as are specifically set forth in the Condominium documents and title insurance commitment. Prior to closing, each Co-owner shall be afforded an opportunity to inspect the residence that he or she is purchasing and the Common Elements. At closing, and as a condition to closing, the Co-owner shall sign an Acknowledgment indicating that he/she has inspected the residence structure erected within the Unit and the Common Elements and is satisfied with their condition except for the items noted on the walk-through.

C. After Closing. Subsequent to the purchase of the Unit, the relationship between Delcor Homes – Hometown Village of Ann Arbor, Ltd., and the Co-owner will be governed by the Master Deed and the Limited Warranty, except to the extent that any contractual provisions of the Purchase and Building Agreement are intended to survive the closing.

IX. LOCAL GOVERNMENT, TAXES AND UTILITY SERVICE

A. Local Government. The Project is located in Scio Township and the Ann Arbor School District.

B. Real Property Taxes. Taxes upon the Condominium Units are assessed by Scio Township, the County of Washtenaw and the Ann Arbor School District. Pursuant to Michigan Law, taxes are required to be assessed on the basis of fifty percent of true cash value. During the year in which the Condominium Master Deed was initially recorded, real property taxes attributable to each Unit constitute an expense of administration to be shared by the Co-owners of such Units in proportion to their respective percentages of value. In that initial year, the Association will receive one tax bill with respect to the Units which must be paid by the Association rather than by such Units. The Developer will contribute to payment of taxes its proportionate share for such Units that it owns at the time the taxes fall due. In subsequent years, each Co-owner will receive an individual tax bill attributable to his or her Unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. Water and Sewer Assessments. Assessments will be made against the individual Units for water and sewer which will be separately billed to each respective Co-owner by the pertinent governmental authority. Owners are responsible for paying their respective water and sewer assessments directly to the pertinent governmental authority.

D. Utilities. Utility services to the Condominium premises are provided as follows:

1. Sewer and water - Scio Township
2. Electricity – DTE Energy
3. Natural gas - Consumers Energy

X. AMENDMENTS

Article XIII of the Master Deed permits the Developer to amend the Master Deed for certain purposes as therein stated. Please refer to this portion of the Master Deed for more details.

XI. ARCHITECTURAL CONTROL COMMITTEE

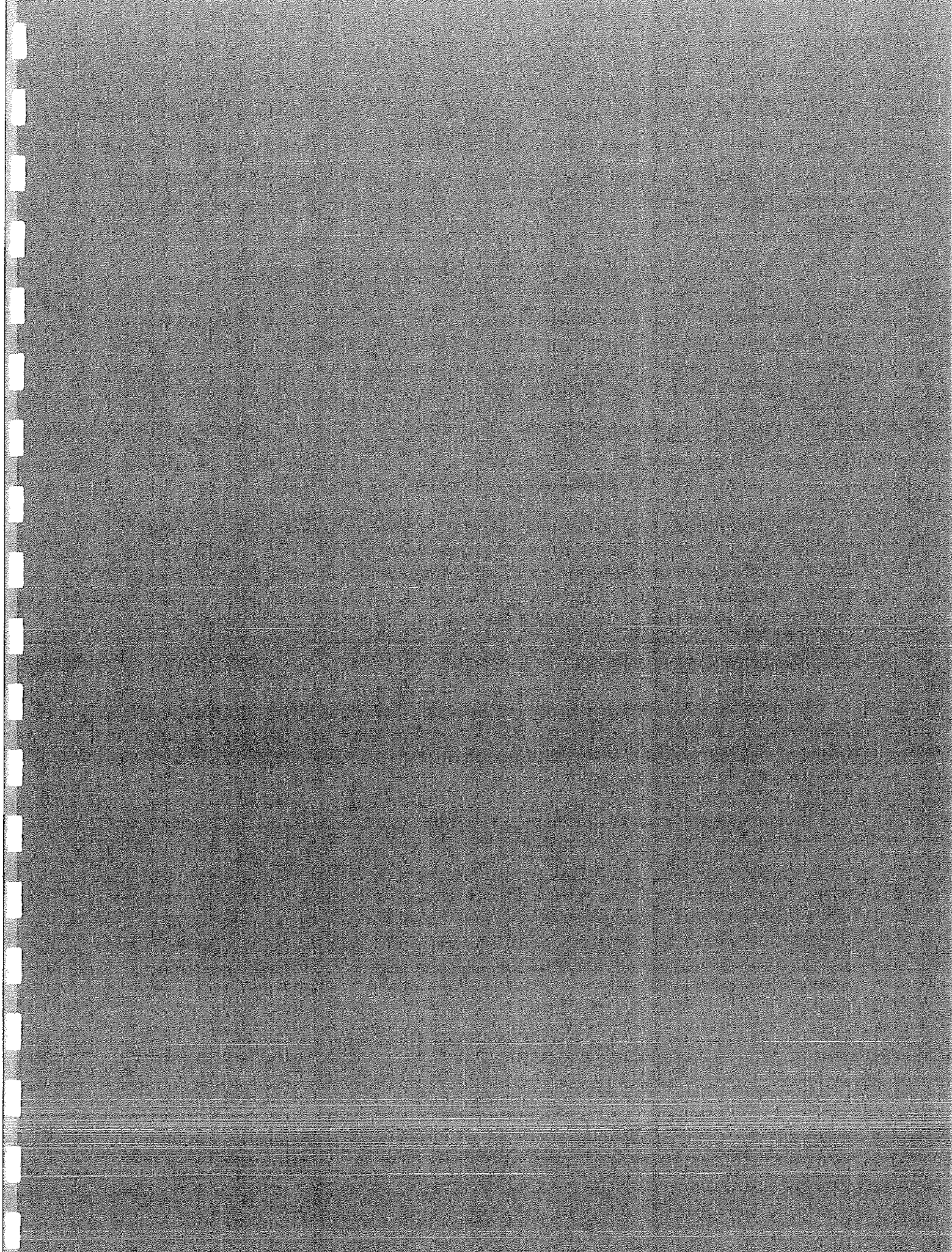
The Board of Directors of the Association will designate an Architectural Control Committee. Any changes in the exterior of a dwelling or construction of a new dwelling or landscaping will require the approval of the Architectural Control Committee. During the Construction and Sales Period, the Developer retains control of the Architectural Control Committee.

XII. PURPOSE OF DISCLOSURE STATEMENT

This Disclosure Statement has been prepared in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the Project. Each Purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a home. In accepting title to a Unit in the Condominium Project, each Purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Labor and Economic Growth published The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

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



HOMETOWN VILLAGE OF ANN ARBOR

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 12th day of December, 2001 between DELCOR HOMES – HOMETOWN VILLAGE OF ANN ARBOR, LTD., a Michigan corporation, hereinafter sometimes referred to as “Developer”, and TRANSNATION TITLE INSURANCE COMPANY, a Michigan corporation, hereinafter sometimes referred to as “Underwriter”, by and through its Agent, METROPOLITAN TITLE COMPANY, a Michigan corporation, hereinafter sometimes referred to as “Escrow Agent”.

RECITALS:

WHEREAS, Developer is constructing a development known as HOMETOWN VILLAGE OF ANN ARBOR, established as a condominium project under applicable Michigan law; and

WHEREAS, Developer plans to sell units in HOMETOWN VILLAGE OF ANN ARBOR and to enter into Purchase and Building Agreements with Purchasers for such units in substantially the form attached hereto; and

WHEREAS, the form of Purchase and Building Agreement requires that all deposits made under such Agreement with respect to the purchase of that unit be held by METROPOLITAN TITLE COMPANY under an Escrow Agreement; and

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of the Developer and for the benefit of each Purchaser (hereinafter referred to as “Purchaser”) who makes a deposit under a Purchase and Building Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Developer shall, after receipt, promptly transmit to Escrow Agent all sums deposited with it for the purchase of a condominium unit under a Purchase and Building Agreement together with a fully executed copy of such Agreement.

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

(A) Upon conveyance of title to a unit from Developer to Purchaser or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase and Building Agreement, Escrow Agent shall release all sums held in escrow under such agreement to Developer.

(B) In the event a Purchaser duly withdraws from the Purchase and Building Agreement prior to the time that the Agreement becomes a binding

agreement pursuant to paragraph 13 thereof, Escrow Agent shall release all sums held by it pursuant to said Agreement to Purchaser.

- (C) In the event that, subsequent to the time that a Purchase and Building Agreement becomes a binding purchase agreement, the Purchaser thereunder shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of fifteen (15) days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said Agreement.
- (D) In the event Purchaser defaults in his obligations prior to the time a Purchase and Building Agreement becomes a binding agreement and Developer terminates Purchaser's reservation rights and so notifies Escrow Agent in writing, then all sums held pursuant to said Agreement shall be returned to the Purchaser.
- (E) If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all such sums to Developer in the event that Developer has placed with Escrow Agent an irrevocable Letter of Credit drawn in favor of Escrow Agent securing repayment of said sums, in such form, substance and amount and issued by such institution as are all acceptable to the Escrow Agent.
- (F) Escrow Agent shall be under no obligation to earn interest upon the escrowed funds held pursuant hereto. In the event that interest upon such sums is required to be earned for the benefit of Purchaser, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and credited to Purchaser upon termination of the Escrow Agreement. In the event the Developer fails to require interest to be earned upon the escrowed sums, but interest upon such sums is earned, such interest shall be held in escrow and paid to whomever is entitled to receive the escrowed sums upon termination of this Escrow Agreement.

3. Deposits in escrow with the Escrow Agent shall be released upon cancellation or withdrawal from a Purchase and Building Agreement. In all other cases, said deposits shall be retained and released pursuant to the condominium documents and the following:

- (A) Upon issuance of a certificate of occupancy for the condominium unit, if required by local ordinance; and
- (B) Conveyance of legal or equitable title to the unit to the Purchaser; and
- (C) Confirmation by the Escrow Agent that those portions of the phase of the condominium project in which the condominium unit is located which

under the terms of the condominium documents are labeled "must be built" are substantially complete, or that sufficient funds to finance substantial completion of those portions of the phase of the condominium project in which the unit is located are being retained in the escrow account. The substantial completion of the phase of the condominium project in which the unit is located shall be evidenced by a certificate of substantial completion executed by a licensed professional engineer or architect or a building inspector stating that all utility mains and leads, all major structural components of the buildings, all building exteriors, all sidewalks and driveways, and at least one access road located within or servicing that phase of the condominium project in which the subject unit is located are substantially complete in accordance with the pertinent plans and specifications for that phase of the condominium project; and

- (D) In place of retaining funds in escrow pursuant to the foregoing, the Developer may furnish the Escrow Agent with evidence of adequate security including, without limitation, an irrevocable Letter of Credit, lending commitment, indemnification agreement, or other resource having a value, in the judgment of the Escrow Agent of not less than the amount specified above.

4. In making delivery of the funds deposited with Escrow Agent pursuant to any of the aforementioned Purchase and Building Agreements and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability under any such Agreement, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any unit reserved or sold under any other Agreement. It is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this escrow.

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

6. Developer hereby agrees to indemnify and hold harmless Escrow Agent for any loss or damage sustained by Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof.

WITNESSED BY:

Christine E. Phelps

DELCOR HOMES – HOMETOWN
VILLAGE OF ANN ARBOR, LTD., a
Michigan corporation

By: 

Phillip M. McCafferty

Its: President

P.O. Box 308

New Hudson, MI 48165

WITNESSED BY:

Diane P. Demers

METROPOLITAN TITLE COMPANY, a
Michigan corporation, acting as agent for
TRANSNATION TITLE INSURANCE
COMPANY

By: 

Its: General Counsel

134 N. First Street

Brighton, MI 48116

